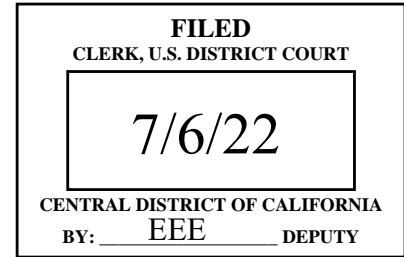


S/N/I

Bruce Westin (Pro-Per)
5757 Wayne Newton Blvd. #11721
Las Vegas, NV 89111
702-758-5630
Brucewestin01@gmail.com



U.S. DISTRICT COURT

Central District of California

Bruce Westin

Plaintiff,

v.

Federal Deposit Insurance
Corporation,

Federal Reserve,

BankIowa

Defendants

Case No.:
2:22-CV-04600-FMO (GJSx)
**COMPLAINT FOR VIOLATION
OF (1) 18 U.S. CODE
1962(c) (2) Violation
of Civil Rights 42 U.S.
Code 1983**

Judge:

I. NATURE OF THE CASE

1. Plaintiff's real property located at 1142 110th Ave., Dundee, Iowa has been the subject of TEN fake purchase contracts submitted by licensed realtors between May 2018 and August 2019.

2. The purpose of these fake offers appears to be to cause Plaintiff financial loss through seller paid-for inspections and other associated fees.

1 3. Nine of the ten fake offers had virtually no chance of
2 succeeding because they were based on near zero down loans (FHA
3 or VA) which had restrictive covenants against purchasing older
4 rural homes that utilize water wells or septic systems.
5

6
7 4. The 10th fake offer submitted on August 20th 2019 included a
8 proof of funds statement from defendant BankIowa purporting to
9 be an all cash offer for \$40,000 drawn from a BankIowa checking
10 account.
11

12
13 5. The 10th fake offer contained no earnest money and included
14 an amendment stating that if Plaintiff failed to fulfill the
15 contract he would be responsible for all Buyer's brokerage fees.
16 This would be equivalent to signing a blank check as the fees
17 were not specified.
18

19
20 6. More importantly there appears to be a problem with the
21 checking account number issued by BankIowa - it's only 7 digits
22 long. There is strong circumstantial evidence BankIowa was a
23 participant in this scam and Plaintiff requests The District
24 Court compel defendants (FDIC or Federal Reserve) to verify said
25 bank account.
26
27
28

1 7. Verifying said bank account should be rather easy by looking
2 at how the account was funded. Unfortunately, up until now
3 neither the FDIC nor the Federal Reserve know who oversees
4 BankIowa.

5
6
7 8. Additionally, Delaware County Iowa appears to suffer from a
8 **high degree of fraud and corruption**. Nearly every transaction,
9 from the Department of Motor Vehicles purposely failing
10 Plaintiff's eye exam to the local concrete company (Bard
11 Materials) purposely sabotaging a load of concrete which was
12 later reimbursed - the bank account in question and the TEN
13 purchase offers herein are just not REAL. Nearly the entire town
14 operates as an organized crime group/ Taliban.
15

16
17 **RICO Statute**
18

19
20 9. Plaintiff chooses to prosecute this case under the RICO
21 statute due to the large number of individuals involved (over
22 one dozen realtors and fake straw buyers)
23

24 10. BankIowa's Proof of Funds letter is LIKELY part of a bigger
25 scam to defraud the Plaintiff. The group of individuals involved
26 in submitting TEN fake offers appears to operate like some sort
27 organized theft group (criminal organization) and every one of
28

1 their names should be included in this lawsuit but for the time
2 being Plaintiff is only suing BankIowa.

3
4
5 **II. PARTIES and JURISDICTION**
6

7 11. Plaintiff is a resident of the state of Nevada and his
8 mailing address is 5757 Wayne Newton Blvd. #11721 Las Vegas, NV
9 89111
10

11 12. Defendant Federal Reserve is a government entity with
12 offices at 950 South Grand Avenue, Los Angeles, CA 90015
13

14 13. Defendant Federal Deposit Insurance Corporation is a
15 government entity with offices at 25 Jessie Street at Ecker
16 Square, San Francisco, CA 94105
17

18 14. Defendant, BankIowa is a Corporation conducting
19 business in the state of Iowa at 7045 C AVE NE., CEDAR RAPIDS,
20 Iowa, 52402
21

22 15. Plaintiff brings his complaint under federal diversity
23 jurisdiction, 28 U.S.C. 1332, as the parties are completely
24 diverse in citizenship and the amount in controversy exceeds
25 \$75,000.
26
27
28

III. FACTUAL ALLEGATIONS

16. Plaintiff received TEN fake purchase offers for real property located at 1142 110th Ave., Dundee, Iowa between May 2018 and August 2019.

17. Well over one dozen individuals were involved in either submitting fake offers or the procurement of fake documents.

18. Fake offers #1 through #9 could not have succeeded because most low money down loans (FHA, VA) contain loan covenants that prevent the purchaser from buying an older rural home. A bona-fide home buyer would need either cash or a conventional home loan with at least a 20% down payment.

19. During this time said criminal organization sabotaged any chance Plaintiff had of selling his property by telling potential buyers the home had "title problems" or "structural problems."

20. After over a year of submitting unsuccessful fake purchase offers said criminal organization became impatient and created a fictitious cash offer known herein as Fake Offer #10

Fake Offer #10

21. Fake Offer #10 was an all cash offer for \$40,000
(Exhibit A) which included a Proof of Funds Letter from BankIowa
stating buyer had at least \$40,000 cash in his checking account
(Exhibit B).

22. However, said checking account is unusual in that it
contains only 7 digits. Plaintiff contacted Tracy Ramos at
BankIowa to confirm said Proof of Funds Letter and Ms. Ramos
sounded very nervous.

23. Though this may all be circumstantial evidence,
Plaintiff feels it is strong circumstantial evidence. That an
organized group of over one dozen individuals who manufactured
FAKE purchase contracts could conceivably have INSIDE access to
BankIowa.

24. Fake Offer #10 contained no earnest money and required
seller to pay all fees. Additionally Fake Offer #10 contained an
additional amendment stating Plaintiff would be responsible for
the Broker's full commission if said sale was not completed, yet
the broker's commission was not listed in the contract.

1 **Federal Deposit Insurance Corporation and the Federal**
2 **Reserve Board**

3
4 25. Plaintiff shared his concerns about BankIowa and the
5 likely fraudulent Proof of Funds Statement with the Federal
6 Deposit Insurance Corporation (FDIC) and Federal Reserve.
7

8
9 26. On November 30th, 2021 the FDIC issued a written
10 response stating they are not responsible for BankIowa and to
11 contact the Federal Reserve Board **(Exhibit C)**.
12

13
14 27. On June 20th 2022 the Federal Reserve issued a written
15 response stating they are not responsible for BankIowa and to
16 contact the FDIC **(Exhibit D)**.
17

18 28. Both the FDIC and Federal Reserve appear to be rather
19 dysfunctional, neither appears to know who oversees BankIowa,
20 yet BOTH organizations likely have the authority to very easily
21 verify the authenticity of said account.
22
23
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1 **IV. CAUSES OF ACTION - First CAUSE OF ACTION AGAINST FDIC**

2 **Failure to Protect, Violation of Civil Rights 42 U.S. Code 1983**

3
4 29. The FDIC's mission statement is to "insure deposits;
5 examine and supervise financial institutions for safety,
6 soundness, and consumer protection."
7

8
9 30. The FDIC has failed in their mission to protect the
10 consumer in this case.
11

12 31. Plaintiff humbly asks this court compel the FDIC to
13 examine account #9316894 to determine (1) does the account exist
14 (2) how was the account funded (i.e. check, cash, ect) and (3)
15 if by check can said checks be verified?
16
17

18 **SECOND CAUSE OF ACTION AGAINST the FEDERAL RESERVE**

19 **Failure to Protect, Violation of Civil Rights 42 U.S. Code 1983**

20
21
22 32. The Federal Reserve's mission statement states in part
23 to "Supervise and Regulate Financial Institutions and
24 Activities."
25

26
27 33. The Federal Reserve has failed in it's mission
28 objectives.

1
2 34. Plaintiff humbly asks this court compel the Federal
3 Reserve to examine account #9316894 to determine (1) does the
4 account exist (2) how was the account funded (i.e. check, cash,
5 ect) and (3) if by check can said checks be verified?
6

7
8 **THIRD CAUSE OF ACTION AGAINST BANKIOWA,**

9
10 **Violation of 18 U.S. CODE 1962(c)**
11

12 35. When/if it is determined account #9316894 did NOT have
13 \$40,000 and is NOT real (just like the previous TEN fake
14 purchase contracts) management at BankIowa needs to take
15 responsibility for their participation in this real estate scam
16 and any other scams they have participated in.
17
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1 **Summary of Fake Purchase Offers for 1142 110th Ave. Dundee, Iowa**

2
3 **Fake Offer #1 (5-25-18)**

4
5 37. Realtor White submits Fake Offer #1 - May 25th 2018.
6 Offer states well to be safe for infants (Exhibit #1 page 2)
7 which Plaintiff explains to Realtor White "**I cannot comply**
8 **with.**" Offer also asks for septic inspection which is not
9 required as septic is still considered new.
10
11

12 38. Counter Offer #1 (Exhibit #2) incorrectly states septic
13 inspection is good until September when correct date is
14 November. Counter does not address well water contingency.
15
16

17 39. Shadow Counter Offer #1 (Exhibit #3) **also does not**
18 **remove well water contingency.**
19

20 40. Counter Offer #2 (Exhibit #4) **Does not address well**
21 **water or septic contingency.**
22
23

24 41. Counter Offer #3 (Exhibit #5) **does not clearly remove**
25 **well water contingency or septic inspection**
26
27
28

1 42. Counter Offer #4 (Exhibit #6) appears to remove well
2 contingency but **does not address the septic inspection and is**
3 **time voided anyway.**

4
5 43. Realtor White continues to state septic does not need
6 to be inspected even though the final counter does not address
7 this contingency.

8
9
10 44. Text from White 5-29 9:16 a.m. states septic does not
11 need retest (Exhibit #7 - White Texts highlighted)

12 Listing contract with Realtor White is cancelled.

13
14
15 **Fake Offer #2 (7-28-18)**

16
17 45. Listing Agent Heather submits Fake Offer #2 (Exhibit
18 #8)

19
20
21 46. Offer is based upon a **VA loan which doesn't qualify**
22 **because the ground water has high nitrates**

23
24 47. Offer contains large inspection fees including septic
25 which does not yet require inspection
26
27
28

1 48. Realtor Heather states "no septic inspection fees"
2 **which is not true.** (Exhibit #9 -Heather emails 7-28 highlighted)
3

4 **Fake Offer #3 (8-13-18)**
5

6
7 49. Listing Agent Heather submits Fake Offer #3 (Exhibit
8 10)
9

10 50. Offer based upon FHA loan
11

12
13 51. Offer requires a septic inspection (Exhibit #11 - line
14 85)
15

16 52. However the same line written in the margin is a note
17 "test already performed"
18

19 **It's not clear what inspection is required**
20

21 53. Offer rejected because FHA loan does not qualify.
22 Listing contract with realtor Heather is cancelled.
23
24
25
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28

Fake Offer #4 (9-14-18)

54. Listing Agent Troy submits Fake Offer #4 (Exhibit #12)
Loan type not indicated.

55. Septic addendum checked on contract **but not included**
(Exhibit #13)

56. September 20th **Troy replies "the septic shouldn't need inspection"** (Exhibit #14 - Olson 9-19 highlighted emails)

57. September 20th **Septic addendum states seller pays septic inspection** (Exhibit #14A)

58. September 21st **Troy sends cancellation form that requires payment to CANCEL listing** (Exhibit #14B)

Listing contract with Troy is cancelled, Troy is not Paid

Fake Offer #5 (1-3-19)

59. Listing Agent Diane receives Fake Offer #5 submitted by
Realtor Teresa (Exhibit #15)

Offer based upon USDA Loan

1
2 60. **Large closing costs associated with contract** (Exhibit
3 #16)
4

5
6 61. Realtor Diane says offer wont work with USDA loan
7 (Exhibit #17 page 3)
8

9 62. Realtor Diane later suggests USDA loan will work
10 (Exhibit #17 page 5)
11

12
13 63. Offer rejected as it's not likely USDA loan will work.
14

15
16 **Fake Offer #6 (1-11-19)**
17

18
19 64. Realtor Diane submits Fake Offer #6 (Exhibit #18)
20

21 65. Offer based on Conventional loan with 0-3% down
22 (Exhibit #18)
23

24 66. Buyer states he is waiving inspections (Exhibit #20)
25

26
27 67. **Multiple boxes are checked under buyer home inspections**
28 (Exhibit #21)

1
2 **68. Addendum has multiple boxes checked under home**
3 **inspection page 1** and under septic inspection page 2 (Exhibit
4 #22). **It's not clear what inspections are required.**
5

6
7 69. January 14th Realtor Diane writes "well and septic
8 contingencies have been satisfied" and she suggests instead of
9 having buyer re-sign to just add to existing addendum (Exhibit
10 #23 - emails highlighted)
11

12
13 70. Offer is rejected 1-16

14 Listing contract with Diane is canceled
15

16 **Fake Offer #7 (4-8-19)**
17

18
19 71. Listing Agent Teri forwards Fake Offer #7 submitted by
20 Realtor Teresa April 8th 2019 (Exhibit #25)
21

22 **72. Offer already submitted 1-5 by Realtor Teresa**
23

24 **73. Vague preapproval, downpayment not specified** (Exhibit
25 #25)
26

27 74. Contract contains large inspection fees (Exhibit #27)
28

1 75. Teri suggests countering (Exhibit #28 emails
2 highlighted last page)

3
4 76. April 10th Counter Offer submitted by buyer - dates and
5 signature not updated only the old price is crossed out and new
6 price increased to \$78,400 (Exhibit #29)

7
8
9 77. April 15th Teri reveals this a 3% down loan (Exhibit #30
10 - emails highlighted page 1)

11
12
13 78. April 15th Teri explains banks dont reveal loan
14 terms/amounts (**Exhibit #30 emails highlighted, page 2**)

15 79. April 18th **Teri says if I dont sign contract my house**
16 **will be black balled** (Exhibit #30 -emails highlighted page 4)

17
18
19 **Fake Offer #8 (5-5-19)**

20
21 80. Realtor Teri submits Fake Offer #8 (Exhibit #33)

22
23 81. Realtor Teri **writes she will not disclose buyer's loan**
24 **terms/fees** (Exhibit #34 - emails highlighted)

25
26
27 82. It's not likely this is a conventional loan as
28 requested.

1
2 83. May 6th Teri writes I have wrongly judged buyers and
3 she will quit

4 **Fake Offer #9 (8-20-19)**

5 84. August 20th realtor Teresa submits Fake Offer #9
6

7
8 85. **Addendum states septic inspection is required and to**
9 **be paid for by seller** (Exhibit #35)
10

11 86. **Realtor Turner writes septic inspection is not required**
12 (Exhibit #36 - emails 8-20 highlighted) which is not true per
13 above addendum.
14

15
16 87. Realtor Turner **is unable to produce the terms and**
17 **conditions of Buyer's loan** to confirm this is a conventional
18 loan (which it probably is not). Offer is rejected.
19

20
21
22 **Fake Offer #10 (8-20-19)**
23

24 88. Realtor Danielle submits Fake Offer #10 (Exhibit #37).
25

26
27 89. August 20th realtor **Danielle submits an amendment which**
28 **states seller must pay buyer's broker fees if seller fails to**

1 fulfill contract and a "unrepresented sellers sheet" is supposed
2 to be included with the contract, which is missing (Exhibit #38
3 -amendment highlighted)

4 This is basically a blank check for realtor Danielle.

5 Contract appears to be written to FAIL
6

7
8 90. Buyer submits questionable Proof of Funds Letter from
9 BankIowa, checking account number is only 7 digits long (**Exhibit**
10 **39**). BankIowa confirms said Proof of Funds, however bank teller
11 appears very nervous?
12
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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment against Defendants and injunctive relief to:

1. Compel the Federal Reserve or Federal Depository Insurance Corporation to exam BankIowa Account #9316894 to determine (1) does the account exist (2) how was the account funded (i.e. check, cash, ect) (3) if by check can said checks be verified? And provide satisfactory proof of work.
2. When/if it is determined account #9316894 was fake order Compensatory damages against BankIowa for Plaintiff's loss on Iowa real property due to defendant's participation in said real estate scam.
3. When/if it is determined account #9316894 was fake order Punitive damages against BankIowa for Plaintiff's loss on Iowa real property due to defendant's participation in said real estate scam.
4. Relevant costs and attorneys fees.

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5. Damages to be determined at trial.

Dated: June 19th 2022

A handwritten signature in black ink, reading "Bruce Westin", written over a horizontal line.

Bruce Westin, Plaintiff



PURCHASE/SALE CONTRACT

I/We request that (Co.) Skogman Realty or any of its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. **The signing of this Contract creates important rights and liabilities on the part of both the Seller(s) and the Buyer(s). If you have concerns regarding your rights and liabilities you are encouraged to seek competent legal advice.**

1. Prepared by: Danielle Hutchinson Please check appropriate representation: ☒ Buyer(s) ☐ Seller(s) ☐ Dual Agency
2. Date: 08/20/2019 Time: 10:50 ☒ a.m./ ☐ p.m. The undersigned Buyer(s) hereby offers
3. the following terms for the purchase of the following property: Parcel #: 080080000500; 080070002000
4. Address: 1142 110th Avenue City: Dundee, Iowa. Zip Code: 52038
5. Abbreviated legal description: PARCELS A & B PT SW NW; PARCEL A PT SE NE
6. _____, Delaware County _____ County, Iowa
7. subject to public highways, covenants, easements, restrictions and zoning, if any.
8. **PURCHASE PRICE** to be: \$40,000 and the method of payment as follows: \$0
9. earnest money and an additional amount of earnest money of \$0 payable by (date) N/A
10. Upon the acceptance of this Contract, total earnest money is to be paid to and will be cashed, deposited, and held in Trust by the Listing
11. Broker. In the event this Contract is not acceptable to both Buyer(s) and Seller(s) **OR** all contingencies or sub-contingencies are not met
12. in a timely manner as specified below, then said earnest money is to be returned to Buyer(s).
13. **CLOSING:** shall be on (date) 09/20/2019 or sooner by mutual agreement.
14. **POSSESSION:** To be given ☒ at time of closing or ☐ on (date) _____ (time) _____ ☐ a.m./ ☐ p.m.
15. If for any reason the closing is delayed, the Buyer(s) and Seller(s) may make a separate agreement with adjustments as to the date of
16. possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest or insurance, for these
17. purposes, shall be adjusted as of the date of possession and shall bear interest at the rate of _____ % per annum.
18. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (H):
19. ☐ A. **NEW LOAN:** This Contract is subject to and contingent upon the Buyer(s) obtaining a commitment in writing for a (type):
20. ☐ Conv ☐ FHA ☐ VA ☐ Other _____ - loan for not greater than _____ % of the purchase price with an interest rate at
21. _____ % or less with a term of _____ years.
22. ☐ The above referenced loan is a nonconforming conventional (B, C, D) loan.
23. Buyer(s) agrees to pay all customary loan costs. Buyer(s) agrees, upon the final acceptance of this Contract, to make application
24. **within three (3) business days** for such loan with a lender and to make a good faith effort to obtain a loan commitment as stated.
25. above. If Buyer(s) has NOT obtained full written commitment, including appraisal or loan denial, on or before
26. (date) _____, this contract shall become null and void unless both parties have agreed to a timely signed extension.
27. **Buyer(s) agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sales Contract in the**
28. **event there are any changes in terms or type of financing. Failure to do so may make this contract voidable at Seller's option.**
29. ☐ B. Buyer(s) has credit pre-approval from _____ (lender), _____ (loan originator)
30. subject to the terms and conditions of the attached pre-approval letter.
31. ☐ C. If this property does not appraise, on or before (date) _____ at the purchase price or greater, then this contract
32. may be voidable at the Buyer's option within five (5) business days of receipt of the appraisal.
33. ☐ D. Assumption of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).
34. ☒ E. Cash: Buyer(s) will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be
35. either added or deducted from this amount. This Contract is **not contingent** upon Buyer(s) obtaining such funds in order to close.
36. Buyer(s) also agrees to provide, within three (3) business days, verifiable evidence of the availability of the funds needed to
37. buy and close, subject to Seller(s)' approval within one (1) business day of receipt.
38. ☐ F. This offer is contingent upon and subject to Buyer(s) closing and obtaining proceeds from the sale of his/her home located at:
39. (address) _____
40. The Buyer's property identified above at "F" is:
41. ☐ currently listed with a Broker and **ACTIVE** on the market.
42. ☐ currently **NOT** listed with a Broker nor on the market. ☐ currently **NOT** listed with a Broker but on the market.
43. ☐ under contract with all contingencies to be released by (date) _____ and expected closing no later than (date) _____
44. ☒ G. **Other Financing terms and/or Concessions:**
45.

This cash offer is for purchase of two parcels, see parcel numbers on line 3 and legal description for both parcels on line 5.
- 46.

Buyer's Initials _____

08/20/19

Seller's Initials _____

Subject Property Address 1142 110th Avenue, Dundee Iowa

47. ☐ H. Insurance: Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted offer.
 48. **JOINT TENANCY:** If Seller's title is held in joint tenancy with full rights of survivorship, this Contract shall not sever such joint tenancy.
 49. Upon the death of one or more of the joint tenants, payments shall be made to the survivor(s).
 50. **BUYER(S) HEREBY STATES HIS DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:**

51. ☐ Joint Tenants ☐ Tenants In Common ☒ As A Single Person ☐ Other _____

52. **USE OF THESE PREMISES:** At option of the Buyer(s), this Contract is void unless, at time of settlement, Buyer(s) is permitted under

53. existing zoning and any restrictive covenants to use these premises for Primary Residence

54. **THIS CONTRACT** ☐ is ☒ is not contingent upon and subject to Buyer(s) receiving within three (3) business days of acceptance of this
 55. Contract the restrictive covenants for this property. Upon receipt, Buyer(s) has three (3) additional business day to approve said covenants.

56. **DUTIES OF THE PARTIES:**

57. A. The **Broker**, his Agents and employees make no representations or warranties as to the physical condition of the property,
 58. its size, future value or income potential.

59. B. **Seller(s) and Buyer(s)** acknowledge that the **Seller(s)** of real property has a legal duty to disclose **Material Defects** of which the
 60. Seller(s) has actual knowledge and which a reasonable inspection by the Buyer(s) would not reveal.

61. **CONDITION OF PROPERTY:** Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in
 62. properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the Seller(s) will provide the Buyer(s) with copies of any
 63. records or prior test results pertaining to lead-based paint findings.

64. A. The property as of the date of this Contract, including buildings, grounds, and all improvements, will be preserved by the Seller(s) in
 65. it's present condition until possession, ordinary wear and tear excepted.

66. B. The Seller(s) warrants that the property will be maintained in its current condition as of the date of this contract per attached property
 67. disclosure, if applicable.

68. C. **PROPERTY INSPECTIONS: These inspections are not to be construed as inspections to bring an older home into compliance**
 69. **with the current local building codes. These inspections are only intended to discover any major structural, mechanical, safety**
 70. **and health related issues.** 08/20/19 (buyer's initials) The Buyer's obligation to close this transaction is contingent
 71. upon the Buyer(s) obtaining HOMEPRO expense, inspection reports. The inspection period following the date of acceptance shall
 72. commence on the first business day following the "day of acceptance". Such inspection period shall not exceed 15 business days.

73. ☐ 1. **BUYER(S) SELECTS A WHOLE HOUSE INSPECTION** to determine the material physical condition of the house, land,
 74. improvements, fixtures, equipment, any additional structures and any hazardous conditions on the real estate. For any and all
 75. inspections, Seller(s) agree to have all utilities on and major mechanicals and equipment functional.

76. ☐ 2. **BUYER(S) WAIVES A WHOLE HOUSE INSPECTION** and chooses only:

77. ☐ Air Conditioning ☐ Structural ☐ Roofing ☐ Other _____

78. ☐ Heating ☐ Plumbing ☐ Lead-base Paint ☐ Other _____

79. ☐ Electrical ☐ Asbestos ☐ Sewer Lines ☐ Other _____

80. ☒ 3. **BUYER(S) WAIVES THE REAL ESTATE INSPECTIONS:** Listed in 1 and 2 above.

81. Signature(s) Todd Spellenberg

dotloop verified
08/20/19 11:17 AM
CDT

82. **D. ADDITIONAL INSPECTIONS**

83. ☐ 1. **A WELL WATER QUALITY TEST** to meet local county health standards, will be ordered and paid for upon completion by:

84. ☐ Buyer(s) ☐ N/A - and provided no later than (date) _____

85. ☐ 2. **A SEPTIC SYSTEM INSPECTION:** The septic system shall be inspected and approved for real estate transfer by a licensed DNR
 86. inspector as required by Iowa Code 455B.172 (unless exempt) to be ordered and paid for by ☐ Seller(s) or ☐ Buyer(s) ☐ N/A and
 87. provided no later than (date) _____

88. ☐ 3. **A RADON TEST** will be ordered and paid for upon completion by: ☐ Buyer(s) ☐ N/A - and provided no later than (date)

89. _____ Said test results must be less than 4 pCi/L under closed house conditions.

90. ☐ 4. **STRUCTURAL PEST CONTROL:** A professional exterminator's report will be ordered by ☐ Buyer(s) ☐ N/A and paid for upon

91. completion by ☐ Buyer(s) ☐ N/A and provided no later than (date) _____ In the event of active
 92. infestation, the ☐ Buyer(s) ☐ Seller(s) shall have the option of declaring this Contract null and void if the ☐ Seller(s) or ☐ Buyer(s)
 93. decline to repair such damage and/or treat the property.

94. ☐ All parties are aware that if this is a VA loan, the Seller(s) will be required to pay for a termite inspection.

95. **IF BUYER(S) DOES NOT SECURE SAID INSPECTION(S) IN A TIMELY MANNER OR PROVIDE TIMELY WRITTEN NOTICE FOR REMEDIES,**
 96. **THEN BUYER(S) SHALL BE DEEMED SATISFIED AND THE INSPECTION CONTINGENCY WILL BE CONSIDERED WAIVED.**

97. **RESPONSE TO INSPECTION FINDINGS:** If any inspection in lines 77-101 reveals damage from infestation or material defects or health or
 98. safety concerns, Buyer(s) shall provide written notification of the defect(s) along with the relevant portion(s) of the inspection report(s)
 99. and the desired corrections and deliver them to the Listing Agent within the "Inspection Period". Upon delivery of the notice, Seller(s) shall
 100. have three (3) business days to respond to the buyers "Inspection Summary" requests. The buyer(s) and seller(s) shall have three (3)
 101. additional business days ("Settlement Period") to negotiate a settlement of the condition of the real estate. If settlement is not reached
 102. within the "Settlement Period", then this Contract shall be voidable. For purpose of this paragraph, damage from infestation or "material
 103. defects" does not include minor or routine maintenance items.

Buyer's Initials

08/20/19
11:07 AM CDT
dotloop verified

Seller's Initials

Form 018 - Purchase/Sale Contract Page 3 of 4

Subject Property Address 1142 110th Avenue, Dundee, Iowa

104. **SPECIAL ASSESSMENTS:** Seller(s) shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the
105. date of closing. Association fees, if any, shall also be paid current by the Seller(s) to date of closing. Any preliminary or deficiency
106. assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay
107. such liens when payable, with any unused funds to be returned to the Seller(s) without further signatures of the Buyer(s). All charges for
108. solid waste, trash removal, sewage, utility bills and assessments for maintenance that are attributable to the Seller's ownership shall be paid
109. by the Seller(s).

110. **TAXES:** The Seller(s) to be responsible for all real estate taxes that are liens on the property, including taxes that are due and payable for
111. the fiscal year in which the closing occurs. Buyer(s) shall be given a credit for all subsequent taxes prorated to the date of closing.
112. Subsequent taxes shall be calculated using the latest known applicable assessed value(s), roll back(s), exemption(s) and levy of record
113. at time of closing.

114. ☐ There shall be no proration of subsequent taxes.

115. **One (1) year home warranty insurance policy to be ordered and paid for by:** ☐ Seller(s) ☐ Buyer(s) ☒ No Warranty ☐ See additional provisions

116. **NEW CONSTRUCTION:** If the property is under construction or is to be constructed, this Contract shall be subject to having the

117. construction plans and appropriate specification approved by the parties within _____ days of final acceptance of this Contract. New
118. construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by
119. the contractor. The Broker and its Agent(s) make no warranties as to the quality of construction or quality of materials.

120. **CURRENT RENTAL PROPERTY:** This Contract ☐ is ☐ is not contingent upon Seller(s) providing Buyer(s) evidence of compliance with
121. local zoning and housing code ordinances, if applicable, unless otherwise provided with this Contract or stated in this Contract. The
122. following will be transferred to Buyer(s) at closing: Security/Damage Deposits/Pet Deposits ☐ Y ☐ N Prorated Rent ☐ Y ☐ N

123. **INSURANCE:** Seller(s) shall bear the risk of loss or damage to the property prior to closing. Seller(s) agrees to maintain existing hazard
124. insurance and Buyer(s) may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this
125. Contract shall be null and void, unless otherwise agreed to by the parties. The property shall be deemed substantially damaged or
126. destroyed if it cannot be restored to its previous condition on or before the closing date, provided, however,
127. the Buyer(s) has the right to complete the closing and receive the insurance proceeds regardless of the extent of the damage.

128. **ABSTRACT AND TITLE:** Seller(s) shall, immediately upon request, have the Abstract of Title extended to date and submit to an attorney(s)
129. for a title opinion for the Buyer(s). Such attorney(s) shall be selected by the Buyer(s) or Buyer's lender. Such Abstract of Title shall show
130. merchantable title in the name of the Seller(s), subject only to encumbrances and liens herein assumed and such other encumbrances
131. and liens shall be paid from the proceeds of this sale. Seller(s) agrees to make every reasonable effort to promptly perfect the title in
132. accordance with such title opinion so that, upon conveyance, title shall be deemed marketable in compliance with this Contract, the
133. land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If this sale is on the deferred installment
134. plan, such other encumbrances shall not exceed the unpaid balance of the stated purchase price and shall provide for an interest rate
135. and terms of payment no more onerous than those agreed to in this Contract. Thereafter the Seller(s) shall not be obligated to make any
136. further extensions or corrections other than to show, upon full payment of the purchase price, entries subsequently caused by the Seller(s)
137. and satisfaction of unassumed encumbrances shown by said examination or those thereafter imposed by the Seller(s). Upon full payment
138. of the purchase price, Seller(s) shall deliver to Buyer(s) a general warranty deed to this property accompanied by the Abstract of Title. If
139. closing is delayed due to Seller's inability to provide marketable title, this Contract shall continue in force and effect until either party
140. rescinds this Contract after giving seven (7) business days written notice to the other party and the Broker(s). The Seller(s) shall not be
141. entitled to rescind this Contract unless he has made a reasonable effort to produce marketable title in the prescribed time.

142. **REMEDIES OF THE PARTIES:** If Seller(s) fails to fulfill this Contract he will pay the Listing Broker the commission in full. The Buyer(s) shall
143. have the right to have all payments returned, and/or to proceed by any action at law or in equity and the Seller(s) agrees to pay costs and
144. reasonable attorney fees, and a receiver may be appointed. Broker may maintain an action at law against Seller(s) for the Broker's
145. commission. If the Buyer(s) fails to fulfill this Contract, Seller(s) may forfeit the same as provided in Chapter 656 of the Code of Iowa, and
146. all payments made so far shall be forfeited, or the Seller(s) may proceed by an action at law or in equity. The Buyer(s) agrees to pay costs
147. and reasonable attorney fees, including the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be
148. deemed a third party beneficiary to this Contract and maintain an action at law against the Buyer(s) for the collection of these fees. If
149. Buyer(s) or any other person or persons shall be in possession of this property or any part thereof, Buyer(s) will peaceably remove himself
150. and his possessions and abandon all claims to any right, title and interest in and to said property or in and to this Contract, or in default
151. thereof he may be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed. Any
152. personal property remaining on the premises more than five (5) business days after the completion of such forfeiture proceeding shall be
153. conclusively presumed to have been abandoned by the Buyer(s) and of no value to Buyer(s), and Seller(s) may dispose of the same as
154. Seller(s) wishes without liability and without any right of the Buyer(s) to make claim for interest or damages.

155. **SUCCESSORS IN INTEREST:** When accepted, this Contract shall apply to and bind the heirs, executors, administrators, assigns, and
156. successors in interest of both parties. In case of the assignment of this Contract by either party, prompt written notice shall be given
157. to the other party. The liability of the Buyer(s) under this Contract shall not cease or be terminated, even though the Contract be
158. assigned by the Buyer(s), unless this liability is specifically released in writing by the Seller(s).

159. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Contract is contingent upon Court approval
160. unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and
161. conveyance shall be made by a Court Officer's Deed.

162. **FUNDS:** It is agreed that at time of closing, funds, up to the purchase price, received from the Buyer(s) and/or Buyer's lender may be
163. used to pay taxes, other liens and expenses associated with this transaction, same to be handled under the supervision of the Listing
164. Broker so to produce marketable title. Seller(s) hereby appoints the Listing Broker, escrow company, or lender to receive such funds and
165. make such payments and disbursements.

Buyer's Initials

08/20/19
11:07 AM CDT
dotloop verified

Seller's Initials

Form 018 - Purchase/Sale Contract Page 4 of 4

Subject Property Address 1142 110th Avenue, Dundee, Iowa

166. **GENERAL PROVISIONS:** In the performance of each part of this Contract, time shall be of the essence. This Contract shall be binding
 167. on and inure to the benefit of the heirs, executors, administrators, assigns and is for the convenience of reference and shall not limit
 168. nor affect the meaning of this Contract.

169. **MEDIATION:** In the event of a dispute, Buyer(s) and Seller(s) agree to consider mediation as an alternative to initiating legal action.
 170. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when using
 171. mediation, parties may still seek legal remedies.

172. **DISPOSITION OF PERSONAL PROPERTY:** Seller(s) agrees to remove, prior to closing or possession, whichever is later, all personal
 173. property **not** included in this sale, including trash and miscellaneous items. Seller(s) will be liable for any costs the Buyer(s) incurs for the
 174. removal of any of the Seller's personal property. Any such personal property remaining on the premises shall, unless the parties have
 175. otherwise agreed, be conclusively presumed to have been abandoned by Seller(s) and of no value to Seller(s). Seller(s) will comply with
 176. this expectation at his effort and at his expense.

177. **GENDER AND NUMBER:** Stated words and phrases shall be construed in the singular or plural number, and as masculine, feminine or
 178. neutral gender as may be dictated by the context of this Contract.

179. **NOTICE:** Any notice required under this Contract shall be deemed given when it is received in writing either by hand delivery, fax, return
 180. receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this Contract shall be the
 181. Seller(s) and Buyer(s) or their respective agents.

182. **FINAL INSPECTION:** Buyer(s) or his representative has the right to enter and inspect the premises, prior to closing, to determine if there
 183. have been any material changes in the property since the origination date of this Contract and acknowledges by deposit of final funds
 184. that the property is acceptable and all equipment is in working order.

185. **Included:** all permanent fixtures, all items per attached Seller's Property Disclosure dated on N/A.

186. **and the attached Multiple Listing page with the MLS number of** N/A.

187. **ADDITIONAL PROVISIONS:**

188. Buyer agrees to pay for all closing costs associated to this transaction. House to remain as is and no fixtures to be removed from the home.

189. The home is to look the same as it did on the day of showing on August 17th. Any appliances currently in the home to stay.

190. Seller will remove personal belongings and furniture.

191.
 192. **Please be aware that the Purchase/Contract supersedes the Seller's Property Disclosure document as well as the MLS Listing**
 193. **documents. This offer to purchase is made of my own free will and shall be good and binding upon the undersigned if accepted**

194. **on or before (date)** 08/21/2019, **by (time)** 11:00 ☒ **a.m./** ☐ **p.m.**

195. ☐ **SEE ATTACHED ADDENDUM(S)**

| | | |
|------------------------------|--|------------------------|
| 196. <u>Todd Spellerberg</u> | dotloop verified 08/20/19 11:07 AM CDT G6RM-EL3O-SD7K-0FG1 | |
| 197. Buyer's Signature | Date | Buyer's Signature Date |

198. Todd Spellerberg
 199. Buyer's Legal Name, (Printed) Buyer's Legal Name, (Printed)

200. ☐ **SELLER'S ACCEPTANCE.** The undersigned Seller(s) of the above property accepts the above offer and agrees to sell this property

201. according to the terms offered on this date of: (date) _____, (time) _____ ☐ a.m./ ☐ p.m.

202. ☐ **SELLER'S REJECTION.** The undersigned Seller(s) of the above property rejects this Buyer's written offer to purchase the above

203. stated property. (date) _____, (time) _____ ☐ a.m./ ☐ p.m.

204. ☐ **SELLER'S COUNTER OFFER.** The undersigned Seller(s) of the above property accepts the above offer, however, counters certain

205. terms and conditions as per attached Counter Offer. (date) _____, (time) _____ ☐ a.m./ ☐ p.m.

| | |
|-------------------------|--------------------|
| 206. _____ | _____ |
| 207. Seller's Signature | Seller's Signature |
| Date | Date |

208. _____
 209. Seller's Legal Name, (Printed) Seller's Legal Name, (Printed)

FOR BROKERS' REFERENCE ONLY

210. Skogman Realty Danielle Hutchinson
 Name of Selling Company (Printed) Name of Selling Agent (Printed)

211. _____
 Name of Listing Company (Printed) Name of Listing Agent (Printed)



7045 C Ave. N.E.
Cedar Rapids, Iowa 52402

8/8/2019

Danielle Hutchison &
Bruce Westin

Re: Todd J Spellerberg

Dear Sir/Madam:

This letter will serve as your notification that BankIowa will irrevocably honor and guarantee payment of any check(s) written by our customer, Todd Spellerberg, up to the amount of \$40,000 and any acceptable fees drawn on account number 9316894. No stop payments will be issued.

This Letter of Guarantee will apply only to checks made payable to Bruce Westin for purchases made for land/property.

If further information is needed, please contact this office at 319-395-9100, and if I am not available, please contact Sharon Meoni at the same number.

A handwritten signature in black ink that reads "Tracy Ramos". The signature is fluid and cursive.

Tracy Ramos
319-395-9100

Federal Deposit Insurance Corporation

Office of Inspector General

3501 North Fairfax Drive

RM# VA-D-9069

Arlington, VA 22226

OIG Hotline <OIGHotline@fdicoig.gov>

Tue, Nov 30, 2021, 6:04 AM

to me

Thank you for your inquiry to the Federal Deposit Insurance Corporation (FDIC) Office of Inspector General (OIG).

The FDIC supervises state-chartered banks that are not members of the Federal Reserve System. The FDIC OIG is an independent unit that conducts audits, investigations, and other reviews of FDIC programs and operations. The FDIC OIG promotes the economy, efficiency, and effectiveness of FDIC programs and operations, and protects against fraud, waste, and abuse.

Your inquiry relates to an entity that does not fall under the jurisdiction of our office. The primary regulator for Bank Iowa is the Federal Reserve Board. Accordingly, you should forward your correspondence to the following entity for appropriate attention.

Federal Reserve Consumer Help

PO Box 1200

Minneapolis, MN 55480

You may also contact them by phone at (888)-851-1920 or at this link: <http://www.FederalReserveConsumerHelp.gov>.

We regret we are unable to assist you regarding these issues. Please direct all future correspondence regarding these concerns to the above-noted office.

Sincerely,

Hotline Coordinator

Office of Inspector General

Federal Deposit Insurance Corporation

20th Street and Constitution Avenue N.W., Washington, DC 20551

To: brucewestin01@gmail.com

From: Federal Reserve Consumer Help

Subject: Federal Reserve Consumer Help Center Acknowledgement

June 24, 2022

Dear Bruce Westin:

This e-mail is to acknowledge our receipt of your correspondence on June 20, 2022.

The entity you are inquiring about is regulated by the Federal Deposit Insurance Corporation (FDIC), and we have forwarded your correspondence to that agency to investigate and respond to you directly. If you have questions about the status of the investigation of your complaint, please use the following contact information for the FDIC:

FDIC

Consumer Response Center

1100 Walnut Street, Box #11

Kansas City, MO 64106

Website: www.fdic.gov

Phone: 877-ASK-FDIC (877-275-3342) or 800-378-9581

TTY: 800-925-4618

E-fax: 703-812-1020

We hope this information is helpful to you.

Sincerely,

Federal Reserve Consumer Help Center

Please do not respond to this message. If you need to contact us, please use the information listed below.



ECIAR 1

Page 1 of 4 Pages

PURCHASE CONTRACT

THIS IS A LEGAL BINDING DOCUMENT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE

DATE OF OFFER 5-25-18

AGENCY RELATIONSHIP NOTIFICATION/CONFIRMATION

1. This document is prepared by: Exit Realty / Tracy Demmer AS AGENT FOR
firm name/agent name2. (Check one) ☐ Seller Exclusively ☒ Buyer Exclusively ☐ Both Buyer and Seller (Dual Agency),

3. or _____

4. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand

5. who is representing them and the disclosures were provided prior to signing this Offer For Real Estate.

6. DOCUMENTS ATTACHED TO THIS PURCHASE CONTRACT

7. ☐ Dual Agency Consent Agreement8. ☒ Lead Base Paint Disclosure9. ☒ Inspection Addendum10. ☐ Addendum to Purchase11. ☐ IL Radon Disclosure☒ Seller Disclosure of Property Condition☐ Sale Contingency☐ Rental Addendum☐ Other Documents/Attachments/Legal Description: _____

12. _____

13. OFFER TO: Bruce Wristin (herein designated as SELLER)
Seller Names14. The undersigned Jason Gibbs (herein designated as BUYER)
Buyer names15. Hereby propose to purchase your property known as: 1142 110th Ave, Dundee16. IA 52038 Parcel #(s) 08008000500 + 080070002000
State ZIP Address City17. and agrees to pay you the sum of: Seventy thousand dollars18. \$ 70,000 as follows: \$ _____ (earnest money to be held in trust by (select one) ☒ Listing Broker,19. or, ☐ other _____ Earnest money shall be20. increased to \$ 500 within 3 days of acceptance and again held in trust as previously agreed. In the event of

21. satisfaction of both Buyer and Seller contingencies herein, the earnest money deposits and balance of the purchase price shall be

22. delivered to Seller at settlement. In the event either Buyer or Sellers' contingencies or obligations herein are not satisfied, the

23. earnest money shall be distributed in accordance with the paragraph entitled "Remedies of the Parties".

24. ALL USUAL COSTS INCURRED IN SECURING SUCH MORTGAGE SHALL BE PAID BY THE BUYER EXCEPT: SELLER TO PAY UP TO

25. \$ _____ TOWARD BUYERS CLOSING COSTS AND PREPAID ITEMS.

26. OTHER TERMS/CONTINGENCIES Subject to finance. See Addendum

27. The Purchase Price is be paid as follows: (Check the Appropriate Box(s))

28. ☐ CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has29. right to receive immediate verification of funds. ☐ Seller ☐ Buyer is responsible for settlement fee.

30. Terms as follows: _____

31. ☒ FINANCING This contract is contingent upon the Buyer obtaining a written commitment for financing with

32. terms as provided in lines 36-38 of this contract.

33. ☒ Conventional ☐ Conventional Insured34. ☐ FHA ☐ VA35. ☐ Land Contract (terms as follows) _____36. ☐ OTHER _____

37. If Buyer provides written proof Buyer is unable to obtain financing, this contract is terminated and earnest

38. money returned.

39. DOWNPAYMENT 10 (%) percent (or) \$ _____ INTEREST RATE not to exceed: 4.7 % per annum40. TERM OF MORTGAGE/LOAN 30 years. DATE FOR FINANCING CONTINGENCY RELEASE: 7-15-18 Or

41. Within _____ days after _____

42. If Buyer does not make timely delivery of said contingency release, then Seller may terminate this offer by written

43. notice to Buyer.

44. PRE-APPROVAL LETTER (check one) ☒ attached ☐ delivered by _____ ☐ Other _____BUYER INITIAL JRG INITIAL _____ SELLER INITIAL _____ INITIAL _____



ECIAR 6

ADDENDUM TO PURCHASE CONTRACT (ATTACHED TO PURCHASE CONTRACT)

Seller: Bruce Westin
 Buyer: Jason Gibbs
 Address of Property Being Purchased: 1142 110th Ave Dundee IA 52038
 Address City State ZIP
 Date of Offer for Real Estate: 5-25-18

the undersigned Buyer and Seller hereby agree to the following:

- Well to be tested at Seller's expense. offer contingent upon well testing healthy for infant consumption.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase Contract. All other contract terms are to remain the same.

Buyer Jason R. Gibbs 5-25-18 Seller
 Buyer Seller
 Agent Tracy M. Demmer 5-25-18 Agent

ECIAR 6

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INSPECTION ADDENDUM PAGE 2

PROPERTY ADDRESS

1142 110th Ave Dundee

IA

ECIAR 7

Page 2 of 3 Pages

52038

Street

City

State

ZIP

3. WOOD DESTROYING PEST INSPECTION – “LENDER MAY REQUIRE FOR FINANCING APPROVAL”

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a Wood Destroying Pest Inspection at Buyer's expense, to be performed by a qualified Pest Inspector. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. No later than ____ days prior to closing.
- b. ☐ Buyer is seeking a VA Loan which requires that Seller conduct a wood destroying Pest inspection at Seller's expense to be performed by a qualified Pest Inspector. Inspection will be completed, report received and delivered to Buyer who will, if needed, prepare a Response to Inspections Report. (CHOOSE ONE) 1. On or before _____. 2. No later than ____ days prior to closing.
- c. ☒ Buyer has been afforded the opportunity to have a Wood Destroying Pest Inspection. However, Buyer hereby waives his/her right to have a wood destroying pest inspection and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing.

4. WATER TEST (If Applicable) – “LENDER MAY REQUIRE FOR FINANCING APPROVAL”

- a. ☒ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a water test performed by a qualified third party at ~~Buyer's expense~~ Seller's expense - See addendum. Water test to be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. No later than ____ days prior to closing.
- b. ☐ Buyer has been afforded the right to have a Water Test performed by a qualified third party. However, Buyer hereby waives his/her right to have a water test and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing.

5. SEPTIC INSPECTION (If Applicable)

Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. The code applies to transfer of property which includes at least one but not more than four dwelling units. This property has a septic system and is not connected to a sanitary sewer system.

- a. ☒ With written acceptance of said Purchase Contract, Buyer shall require the Seller to provide the results of a Septic System Inspection performed by a DNR Certified Inspector. (CHOOSE ONE) 1. By _____. 2. No later than 10 days prior to closing.
- b. ☐ Septic System Inspection will be completed by a certified DNR septic system inspector at Buyer's Expense, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. By _____. 2. No later than ____ days prior to closing.
- c. ☐ Buyer has been presented with satisfactory results of a Septic System Inspection conducted by a Certified Septic System Inspector within the appropriate two-year state mandated time frame.
- d. ☐ Illinois - Buyer has been afforded the right to have the septic system inspected by a qualified third party. However, Buyer hereby waives his/her right to have a septic system inspection and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing.

6. LEAD-BASED PAINT (See EPA pamphlet *Protect your Family from Lead in Your Home*)

- a. ☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or paint hazards at the Buyer's expense with such inspection to be completed before 9:00 P.M. on the 10th calendar day after acceptance of the Purchase Contract. This contingency will terminate at the above predetermined deadline unless the Buyer, or Buyer agent, delivers to the Seller (or Seller agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within ____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have ____ days after receipt to respond to the counter-offer or remove this contingency and take the property in "As-Is" condition or this contract shall become terminated. Intact lead-based paint that is in good condition is not necessarily a hazard.

BUYER INITIAL RRSINITIAL SELLER INITIAL INITIAL



COUNTER-OFFER

ECIAR 4

COUNTER-OFFER NO. 1 BY (Check One) ☐ BUYER ☒ SELLER

1. The Purchase Contract dated 05/26/2018 and signed by Buyer Jason Gibbs
2. for purchase of real estate at 1142 110th Avenue, Dundee, IA 52038
3. is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Purchase
4. Contract except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other Counter
5. Offer unless incorporated by reference.]
6. PRICE TO BE: \$77,500 Other changes and/or additions:
7. septic inspection is good until September we have time of transfer paper work
8. seller will do water test
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. Any Warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction. This
17. Counter-Offer is binding upon the Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
18. making the Counter-Offer on or before 05/27/2018, Time 10 ☐ A.M. ☒ P.M. (Time is of the essence). Delivery of
19. the accepted Counter-Offer may be made in any manner specified in the Purchase Contract, unless otherwise provided in
20. this Counter-Offer.

21. **RIGHT TO ACCEPT OTHER OFFERS:** This Counter-Offer may be withdrawn by offeror at any time prior to
22. notification, delivery and acceptance of this Counter-Offer, without liability on the part of either party or the real estate
23. agent(s) involved. Offeror reserves the right to withdraw this Counter-Offer by notifying other party of the withdrawal
24. prior to acceptance of his counter-Offer. Seller or Buyer may accept other offers only after properly withdrawing this
25. Counter-Offer with delivery and notification of withdrawal. Seller may continue to receive offers and take backups offers, up to
26. the time of settlement, and may continue to show the property.

27. This Counter-Offer was drafted by Leta White dotloop verified 05/26/18 11:48 AM EDT PPXD-U5XK-LFKH-O4TX on _____

Agent and Firm

28. _____ Date _____ (Signature of Party Making Counter-Offer)

_____ Date _____ (Signature of Party Making Counter-Offer)

29. Print Name Bruce Westin Print Name _____

30. _____ Date _____ (Signature of Party Accepting Counter-Offer)

_____ Date _____ (Signature of Party Accepting Counter Offer)

31. Print Name _____ Print Name _____

32. This Counter-Offer Was presented by _____ on _____

Agent and Firm

33. This Counter-Offer is (check one) ☐ REJECTED ☒ COUNTERED: Party's INITIAL ☐ Party's INITIAL ☐

34. **NOTE:** Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation
35. by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the
36. Number of the provision or the lines containing the provision.

37. **NOTE:** Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer 2 by Buyer, etc.

**COUNTER-OFFER****ECIAR 4**COUNTER-OFFER NO. 1 BY (Check One) ☐ BUYER ☒ SELLER

1. The Purchase Contract dated 05/25/2018 and signed by Buyer Jason Gibbs
2. for purchase of real estate at 1142 110th Ave Dundee Ia
3. is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Purchase
4. Contract except the following: **[CAUTION: This Counter-Offer does not include the terms or conditions in any other Counter**
5. **Offer unless incorporated by reference.]**
6. PRICE TO BE: \$77,500 Other changes and/or additions:
7. well inspection good until Oct. will have transfer papers
8. _____
9. will have well tested again
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. Any Warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction. This
17. Counter-Offer is binding upon the Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
18. making the Counter-Offer on or before 05/27/2018, Time 10 ☐ A.M. ☒ P.M. (Time is of the essence). Delivery of
19. the accepted Counter-Offer may be made in any manner specified in the Purchase Contract, unless otherwise provided in
20. this Counter-Offer.

21. **RIGHT TO ACCEPT OTHER OFFERS:** This Counter-Offer may be withdrawn by offeror at any time prior to
22. notification, delivery and acceptance of this Counter-Offer, without liability on the part of either party or the real estate
23. agent(s) involved. Offeror reserves the right to withdraw this Counter-Offer by notifying other party of the withdrawal
24. prior to acceptance of his counter-Offer. Seller or Buyer may accept other offers only after properly withdrawing this
25. Counter-Offer with delivery and notification of withdrawal. Seller may continue to receive offers and take backups offers, up to
26. the time of settlement, and may continue to show the property.

27. This Counter-Offer was drafted by _____ on 05/26/2018

Agent and Firm

28. _____ Date _____ (Signature of Party Making Counter-Offer)

_____ Date _____ (Signature of Party Making Counter-Offer)

29. Print Name _____ Print Name _____

30. _____ Date _____ (Signature of Party Accepting Counter-Offer)

_____ Date _____ (Signature of Party Accepting Counter Offer)

31. Print Name _____ Print Name _____

32. This Counter-Offer Was presented by _____ on _____

Agent and Firm

33. This Counter-Offer is (check one) ☐ REJECTED ☐ COUNTERED: Party's INITIAL ☐ Party's INITIAL ☐

34. **NOTE:** Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation
35. by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the
36. Number of the provision or the lines containing the provision.

37. **NOTE:** Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer 2 by Buyer, etc.

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COUNTER-OFFER

ECIAR 4

COUNTER-OFFER NO. 2 BY (Check One) ☒ BUYER ☐ SELLER

1. The Purchase Contract dated 05/25/2018 and signed by Buyer Jason Gibbs
2. for purchase of real estate at 1142 110th Avenue, Dundee, IA 52038
3. is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Purchase
4. Contract except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other Counter
5. Offer unless incorporated by reference.]
6. PRICE TO BE: \$ _____ Other changes and/or additions:
7. Option A - Price to be \$75,000 with \$500 cash back at closing to be utilized towards stove and hood that was removed.
8. Option B - Price to be \$74,500 with no cash back allowance.
9. Highest and best offer.
10. _____
11. Seller elects option B \$74,500 with no cash back
12. _____
13. _____
14. _____
15. _____
16. Any Warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction. This
17. Counter-Offer is binding upon the Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
18. making the Counter-Offer on or before 05/27/2018, Time 10 ☐ A.M. ☒ P.M. (Time is of the essence). Delivery of
19. the accepted Counter-Offer may be made in any manner specified in the Purchase Contract, unless otherwise provided in
20. this Counter-Offer.

21. **RIGHT TO ACCEPT OTHER OFFERS:** This Counter-Offer may be withdrawn by offeror at any time prior to
22. notification, delivery and acceptance of this Counter-Offer, without liability on the part of either party or the real estate
23. agent(s) involved. Offeror reserves the right to withdraw this Counter-Offer by notifying other party of the withdrawal
24. prior to acceptance of his counter-Offer. Seller or Buyer may accept other offers only after properly withdrawing this
25. Counter-Offer with delivery and notification of withdrawal. Seller may continue to receive offers and take backups offers, up to
26. the time of settlement, and may continue to show the property.

27. This Counter-Offer was drafted by _____ on _____

Agent and Firm

28. _____ Date _____ (Signature of Party Making Counter-Offer)

29. Print Name _____ Print Name _____

30. Bruce Weston dotloop verified 05/27/18 2:47 PM EDT 63HL-VBJJ-7GK9-ERNU Date 05/27/2018 _____ (Signature of Party Accepting Counter-Offer)

31. Print Name _____ Print Name _____

32. This Counter-Offer Was presented by Leta White dotloop verified 05/27/18 2:54 PM EDT Q72D-HMW4-OXTK-VDXD on _____

Agent and Firm

33. This Counter-Offer is (check one) ☐ REJECTED ☒ COUNTERED: Party's INITIAL _____ Party's INITIAL _____

34. **NOTE:** Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation
35. by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the
36. Number of the provision or the lines containing the provision.

37. **NOTE:** Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer 2 by Buyer, etc.

ECIAR 4 7/10

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COUNTER-OFFER

ECIAR 4

COUNTER-OFFER NO. 3 BY (Check One) ☐ BUYER ☒ SELLER

1. The Purchase Contract dated 05/25/2018 and signed by Buyer _____
2. for purchase of real estate at 1142 110th Avenue, Dundee, IA 52038
3. is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Purchase
4. Contract except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other Counter
5. Offer unless incorporated by reference.]
6. PRICE TO BE: \$74500 Other changes and/or additions:
7. option b...price to be 74,500 with the condition that the county not need the septic and well retested. will call 5/29/18 Delaware
8. county and speak with Dennis Lyons. Well last tested 12 PPM Nitrates and is acceptable.
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. Any Warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction. This
17. Counter-Offer is binding upon the Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
18. making the Counter-Offer on or before 05/28/2018, Time 10 ☒ A.M. ☐ P.M. (Time is of the essence). Delivery of
19. the accepted Counter-Offer may be made in any manner specified in the Purchase Contract, unless otherwise provided in
20. this Counter-Offer.

21. RIGHT TO ACCEPT OTHER OFFERS: This Counter-Offer may be withdrawn by offeror at any time prior to
22. notification, delivery and acceptance of this Counter-Offer, without liability on the part of either party or the real estate
23. agent(s) involved. Offeror reserves the right to withdraw this Counter-Offer by notifying other party of the withdrawal
24. prior to acceptance of his counter-Offer. Seller or Buyer may accept other offers only after properly withdrawing this
25. Counter-Offer with delivery and notification of withdrawal. Seller may continue to receive offers and take backups offers, up to
26. the time of settlement, and may continue to show the property.

27. This Counter-Offer was drafted by Leta White dotloop verified 05/27/18 8:34 PM EDT LQZD-QRMK-KYGG-BRRE on _____

Agent and Firm

28. Bruce Westin dotloop verified 05/27/18 8:18 PM EDT KBBO-HMYI-FP5X-5MXZ Date _____ Date _____

(Signature of Party Making Counter-Offer)

(Signature of Party Making Counter-Offer)

29. Print Name _____ Print Name _____

30. _____ Date _____ Date _____

(Signature of Party Accepting Counter-Offer)

(Signature of Party Accepting Counter Offer)

31. Print Name _____ Print Name _____

32. This Counter-Offer Was presented by _____ on _____

Agent and Firm

33. This Counter-Offer is (check one) ☐ REJECTED ☐ COUNTERED: Party's INITIAL ☐ Party's INITIAL ☐

34. NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation
35. by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the
36. Number of the provision or the lines containing the provision.

37. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer 2 by Buyer, etc.



COUNTER-OFFER

ECIAR 4

COUNTER-OFFER NO. 4 BY (Check One) ☒ BUYER ☐ SELLER

1. The Purchase Contract dated 05/25/2018 and signed by Buyer Jason Gibbs
2. for purchase of real estate at 1142 110th Avenue, Dundee, IA 52038
3. is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Purchase
4. Contract except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other Counter
5. Offer unless incorporated by reference.]
6. PRICE TO BE: \$74500 Other changes and/or additions:
7. Well to be retested no later than 20 days prior to closing. Well to test at no more than 15 ppm on Nitrates and absolutely no
8. Bacteria.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
16. Any Warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction. This
17. Counter-Offer is binding upon the Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
18. making the Counter-Offer on or before 05/29/2018, Time 10 ☒ A.M. ☐ P.M. (Time is of the essence). Delivery of
19. the accepted Counter-Offer may be made in any manner specified in the Purchase Contract, unless otherwise provided in
20. this Counter-Offer.

21. **RIGHT TO ACCEPT OTHER OFFERS:** This Counter-Offer may be withdrawn by offeror at any time prior to
22. notification, delivery and acceptance of this Counter-Offer, without liability on the part of either party or the real estate
23. agent(s) involved. Offeror reserves the right to withdraw this Counter-Offer by notifying other party of the withdrawal
24. prior to acceptance of his counter-Offer. Seller or Buyer may accept other offers only after properly withdrawing this
25. Counter-Offer with delivery and notification of withdrawal. Seller may continue to receive offers and take backups offers, up to
26. the time of settlement, and may continue to show the property.

27. This Counter-Offer was drafted by Tracy Demmer EXT Realty Dyersville dotloop verified 05/27/18 10:28 PM EDT RUTN-L6HC-N5VT-SQNZ on _____

Agent and Firm

28. Jason Gibbs dotloop verified 05/27/18 10:35 PM EDT CHIZ-2HBQ-3YLJ-EYXA Date _____ (Signature of Party Making Counter-Offer)

(Signature of Party Making Counter-Offer)

29. Print Name _____ Print Name _____

30. Bruce Weston dotloop verified 05/29/18 12:24 PM EDT U9WW-PE4E-RL05-TKF7 Date _____ (Signature of Party Accepting Counter-Offer)

(Signature of Party Accepting Counter Offer)

31. Print Name _____ Print Name _____

32. This Counter-Offer Was presented by Leta White dotloop verified 05/29/18 11:59 AM EDT Q0HE-NENK-JUQV-LBLO on _____

Agent and Firm

33. This Counter-Offer is (check one) ☐ REJECTED ☐ COUNTERED: Party's INITIAL ☐ Party's INITIAL ☐

34. **NOTE:** Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation
35. by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the
36. Number of the provision or the lines containing the provision.

37. **NOTE:** Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer 2 by Buyer, etc.

Conversation with: +15635819972

| Type | Date | Message |
|----------|----------------------------|--|
| Received | May 30, 2018 9:02:11 AM | I'm sorry you feel that way...I can not cancel a listing you will need to speak with my Broker Jason Conrad 563.580.0766 |
| Sent | May 30, 2018 9:00:35 AM | I can start with your boss and go up from there or you can just get ur sign |
| Received | May 30, 2018 8:58:09 AM | What, why I don't understand what happened |
| Sent | May 30, 2018 8:54:02 AM | I think were finished here, pick your sign up and cancel the listing contract |
| Received | May 30, 2018 7:39:44 AM | I resent you the purchase contract, with that signed and counter 4 already accepted and signed we can get moving on this. Please sign purchase contract as soon as possible so I can get this to the buyers bank. Thanks, Leta |
| Received | May 30, 2018 6:58:48 AM | Can you please get that back to me today. Also as soon as you get back I'll need to get the abstract from you so I can get the abstract company working on it. And we'll set up the well test also. |
| Sent | May 29, 2018 7:34:56 PM | Ok |
| Received | May 29, 2018 7:30:00 PM | The doc's I sent you from dotloop. Those I need signed. Figured I would clarify. Lol |
| Received | May 29, 2018 7:18:46 PM | Just sign and initial though the contract and sign the other counter and we're able to send it to the buyers bank. |
| Sent | May 29, 2018 7:17:31 PM | So what do I need 2 do |
| Received | May 29, 2018 6:55:50 PM | I sent you the email from him |
| Sent | May 29, 2018 6:53:04 PM | So it's on counter 3 |
| Received | May 29, | Because that's already addressed. As mentioned I already sent them the inspections. And the |

| | | |
|----------|----------------------------------|---|
| | 2018 6:47:05 PM | county said it will not need to be retested. |
| Sent | May 29, 2018 6:45:31 PM | Why does counter 4 not mention septic |
| Received | May 29, 2018 5:13:06 PM | Nope we're good |
| Sent | May 29, 2018 5:12:11 PM | Ok so I don't need to test septic |
| Received | May 29, 2018 5:10:16 PM | 7/5/17 is the date on his paperwork so we're good |
| Received | May 29, 2018 5:09:47 PM | No that's what the county said...as long as the sale is done within 2 years of his original |
| Sent | May 29, 2018 5:09:02 PM | Ok and we don't need a septic test right |
| Received | May 29, 2018 5:07:09 PM | The fourth is final it's that accepted offer |
| Sent | May 29, 2018 5:06:00 PM | Ok so which counter is final |
| Received | May 29, 2018 3:34:11 PM | And that's fine we just need to have it done 20 days before close so there's no hurry w the test just the doc's |
| Received | May 29, 2018 3:31:31 PM | I did should be in your main email... |
| Sent | May 29, 2018 3:30:00 PM | Ok can you send that over and I should be back early |
| Received | May 29, 2018 2:03:11 PM | This is purely a paper trail issue that my board and the bank like taken care of. |
| Received | May 29, 2018 | I'm sending you a PDF that shows the progression of the counters. So you can see all 4 at once. 4th being the accepted and signed off. I just need that contract initialed and signed |

| | | |
|----------|--------------------------|--|
| | 2:01:16 PM | where marked and that other counter. No we don't need to add it again as you'll see that's counter 4. |
| Sent | May 29, 2018 1:56:23 PM | Unless you don't think it's necessary |
| Sent | May 29, 2018 1:42:23 PM | It would need 2 be included again |
| Received | May 29, 2018 1:20:15 PM | The other paperwork has to be signed in order for his bank to get everything started. |
| Received | May 29, 2018 1:18:59 PM | The 4th counter, the accepted offer says that it's not to exceed 15. I tried calling you so we can discuss it. |
| Sent | May 29, 2018 1:15:01 PM | You need to include reference to well testing 15ppm |
| Received | May 29, 2018 12:25:00 PM | Ok I got back the first counter, just need the contract (everywhere to sign or initial marked) and the 2nd counter. |
| Received | May 29, 2018 11:35:04 AM | I sent you the purchase contract and the first 2 counters that need signed and initialed. Counter 4 is the one that matters but everything has to be signed. As soon as you get this done it goes to his bank to get us started. Congratulations |
| Received | May 29, 2018 9:18:51 AM | First offer also has a different buying price and that's void also as we're on a different price now as well |
| Received | May 29, 2018 9:18:06 AM | First offer is void as we counter... |
| Sent | May 29, 2018 9:17:27 AM | But 1st offer does |
| Received | May 29, 2018 9:16:31 AM | There's nothing on the counter about the septic being retested I already sent her the email from Dennis saying it doesn't need to be done. This is just about the well test now. |
| Sent | May 29, 2018 9:12:44 AM | You still need 2 remove the septic test |
| Received | May 29, 2018 | Ok I just resent it, for some reason it had changed you as buyer...it's fixed so the last one I sent is correct |

| | | |
|----------|-------------------------|---|
| | 9:09:28 AM | |
| Received | May 29, 2018 9:00:26 AM | Ignore that I'm resending |
| Received | May 29, 2018 8:53:50 AM | Under 10 is for infants, yours was at 12 and they're not concerned up to 15 so if it goes over that then I imagine we'll have a little negotiating to do. I tried to send it to you from my phone because I wasn't home. I'll resend it from my laptop. |
| Sent | May 29, 2018 8:51:23 AM | There is no place 2 sign |
| Sent | May 29, 2018 8:44:55 AM | What happens if it goes over 15ppm, that cutting it close, what is the average there |
| Received | May 29, 2018 7:05:39 AM | Just spoke with Dennis at the county, we will not have to have septic tested as long as we sell it within 2 years of his inspection. Also there will be no charge for the well test so when you get back we can get that done quick. Have you signed the counter yet by chance? |
| Received | May 28, 2018 3:26:23 PM | Right sounds good |
| Sent | May 28, 2018 3:25:51 PM | On 2nd thought 15ppm is probably still considered good. Lets see what health dept says |
| Sent | May 28, 2018 2:39:36 PM | Ok |
| Received | May 28, 2018 1:25:19 PM | Just needs to be done 20 days before close and we won't close until probably middle of July. So we're good there. I'll send you the counter when I get home, I'm visiting my new grand daughter |
| Received | May 28, 2018 1:13:20 PM | Ok I'll talk to the realtor. And I'll send you their counter to sign. It shouldn't test above tho if it was just last summer. I'll let you know as soon as I hear back from them. |
| Sent | May 28, 2018 1:09:16 PM | How about if well tests over 15ppm I can credit a filter |
| Sent | May 28, 2018 1:08:17 PM | I'm on my way 2 Shreveport and don't plan on being back until June 14 to 15, power 2 well is off and before test I would 1st like 2 get it back in use |
| Received | May 28, 2018 | I know. They are asking for the test. Which I can set up for you tomorrow. What day and time works for you. They aren't worried about the septic test just want to make sure nitrates are still as low and there's no bacteria. |

| | | |
|----------|--------------------------|---|
| | 12:53:44 PM | |
| Sent | May 28, 2018 12:50:10 PM | Ok, I use the well water to shower, brush teeth and wash clothes and never had a prob, but yes, we covered this before, ground water in county has nitrate issues, contact health dept |
| Received | May 28, 2018 12:13:27 PM | That's fine they just said as long as we do it within 20 days of close and we're below 15 nitrates and no bacteria like it already was it's fine. If I have to I'll pay for it but it should be free. |
| Sent | May 28, 2018 12:09:55 PM | I recall a story where someone in their 50s suddenly came down with cancer, it is not just my house and I have no plans to fix |
| Sent | May 28, 2018 12:08:14 PM | Yes, the ground water in Delaware co has very high nitrates, that is not fixable. It is a county problem. I will send u more info |
| Received | May 28, 2018 11:34:18 AM | No Bruce they want to have the well tested because when they looked at your house they saw a ton of plastic bottles water bottles and are wondering why you don't drink the water. It should be a free test I'll talk to him in the morning |
| Sent | May 28, 2018 11:31:33 AM | Let me guess, if this is about the septic can't the county come back out |
| Received | May 28, 2018 5:27:32 AM | Hey Bruce, give me a call when you get a chance. Thanks, Leta |
| Sent | May 27, 2018 6:24:32 PM | Thanks |
| Received | May 27, 2018 5:54:44 PM | Well, until we close yes, but when they sign we're under contract. I'll message you when I hear back. Have a good evening. |
| Sent | May 27, 2018 5:50:49 PM | Ok still looks like we got a ways 2 go |
| Received | May 27, 2018 3:00:44 PM | I sent it to you...I'm going to supper w my husband but if you have any questions please call. |
| Received | May 27, 2018 2:49:05 PM | Ok after talking w my admin...we will counter back at the approved price with the condition that the well and septic not need to be retested per the county. And I'll have that answer by Tuesday morning. This way the buyer has the security of the contract and you have the security of being able to get out of the contract if the county requests a new septic test. That is not something we see as an issue since the last test was so recent. I'll write it up and send it to you in a few minutes. |
| Received | May 27, | Ok if you don't answer I'll text |

| | | |
|----------|-----------------------------------|--|
| | 2018 12:13:56 PM | |
| Sent | May 27, 2018 12:13:22 PM | That sounds good.....I going to b driving so text might b best when I get a break |
| Received | May 27, 2018 12:10:52 PM | I just looked at the test he sent me and it's a well and septic test so we should be good to go. I'll talk to her as soon as I can and I'll call you before I send it. Congratulations Bruce we may have your house sold. Talk to you soon. Leta |
| Received | May 27, 2018 12:06:53 PM | As long as the septic test is still valid we won't have an issue. She's at her daughter graduation right now so I'm waiting to speak with her around 4:30. |
| Sent | May 27, 2018 12:06:37 PM | Re septic, they can run shower and flush toilet all day, there is no charge for that |
| Sent | May 27, 2018 12:04:17 PM | Septic is new and I will not pay for inspection, if those 2 conditions are removed we might have deal |
| Sent | May 27, 2018 12:03:10 PM | County has high nitrates you can ask health dept, that will not be fixed |
| Received | May 27, 2018 12:02:21 PM | Ok |
| Sent | May 27, 2018 12:02:15 PM | Void it now |
| Received | May 27, 2018 12:01:32 PM | I haven't sent it yet. |
| Sent | May 27, 2018 12:00:32 PM | This doesn't look right the terms of my counter, well has nitrates and no septic test as system is new. If these terms are not included cancel counter |
| Sent | May 27, 2018 11:49:43 AM | I signed counter |
| Sent | May 27, 2018 11:43:26 AM | The small problem is the ground water in most of that county fails for nitrates, that part is out right |
| Received | May 26, 2018 | Ok so I gave them a verbal offer and they countered. This is their best and final offer. Let me know what you think. I'll be available most of the day tomorrow and we don't have to respond |

8:47:11
PM

until 10pm tomorrow night so take your time and enjoy Chicago it's going to be a warm one tomorrow.

98-102 (Revised 4/17)

Property Address 1142 110th Ave., Dundee

CHECK THE APPROPRIATE BOX

☐ 1. **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

☒ 2. **FINANCING**. This agreement is subject to Buyer ☒ **OBTAINING** ☐ **ASSUMING** a commitment for a ☐ **CONVENTIONAL** ☐ **INSURED CONVENTIONAL** ☐ **FHA** ☒ **VA** ☐ **USDA**
☐ **OTHER** mortgage loan on said property at an initial interest rate not to exceed _____% per annum ☐ **FRM** ☐ **ARM** amortized over a period of 30 years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before August 24, 2018. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

☐ 3. **INSTALLMENTS**. Check if applicable. See attached ADDENDUM to this Purchase Agreement.

☐ 4. **ASSUMPTION/ASSIGNMENT**. Check if applicable. See attached ADDENDUM to this Purchase Agreement.

5. TAXES AND ASSESSMENTS. Seller shall pay prorated to the date of closing _____ of the installment of general property taxes on said property which become delinquent if not paid on or before _____, _____ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing.
 Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. CONDITION OF PROPERTY. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7. INSPECTION OF PROPERTY. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 10 days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s) RG MG POA
 (Initials)

Seller(s) _____
 (Initials)

Page 2 of 4

98-102 (Revised 4/17)

Property Address 1142 110th Ave., Dundee

8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:

Seller is to assist the buyer with 3% of the purchase price for closing costs and prepaid items.

The seller is to pay for the "Time of Transfer Inspection" and remedy any issues that may be found to bring the system in compliance with State Law.

A current safe water test is to be obtained with the Delaware County Sanitarian at the sellers expense.

The Stove and Refrigerator to be included at no additional value.

9. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

10. TITLE PAPERS AND ABSTRACT. At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

11. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

12. SURVEY. Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code

Exhibit 8

Heather Federspiel
Keller Williams Legacy Group
Broker Associate
The Wapsie Team
119 1st St E
Independence IA 50644

C:319.327.4992

O:319.332.1515

Licensed real estate broker in Iowa. Equal housing opportunity company. Each Keller Williams Realty office is independently owned and operated.

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Sat, Jul 28, 2018 at 8:18 PM

To: Heather Federspiel <heatherfed@kw.com>

So what would happen if I accept offer and then the sale falls through later - who would pay the inspection fees?

thanks, bruce

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Sat, Jul 28, 2018 at 8:22 PM

To: Heather Federspiel <heatherfed@kw.com>

also, what would be the estimate of total fees here - do you have them itemized?

anyhow, its late - maybe we'll get better news Sunday LOL

[Quoted text hidden]

Heather Federspiel <heatherfed@kw.com>

Sun, Jul 29, 2018 at 4:15 AM

To: bruce w <brucewestin01@gmail.com>

I did not figure the net sheet because of the stipulations in the offer. I did not think you were going to accept it.

Heather Federspiel
Keller Williams Legacy Group
Broker Associate
The Wapsie Team
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Independence IA 50644

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O:319.332.1515

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[Quoted text hidden]

Heather Federspiel <heatherfed@kw.com>

Sun, Jul 29, 2018 at 4:18 AM

To: bruce w <brucewestin01@gmail.com>

As of now- there would be no septic inspection fees. We are good through November.

Your county allows one free water test annually, unless you've had another I'm unaware of, you are good to go there also.

So, no septic and well inspection fees.

Heather Federspiel
Keller Williams Legacy Group
Broker Associate
The Wapsie Team
119 1st St E
Independence IA 50644

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O:319.332.1515

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[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Heather Federspiel <heatherfed@kw.com>

Sun, Jul 29, 2018 at 7:37 AM

but it says time of transfer inspection

and what about the home inspection, and other inspections

if I accept this offer and later on it falls through who would have to pay the inspection fees?

please ask randy

thanks, bruce
[Quoted text hidden]

Heather Federspiel <heatherfed@kw.com>
To: bruce w <brucewestin01@gmail.com>

Sun, Jul 29, 2018 at 7:40 AM

Buyer is responsible for their inspection as stated in offer paragraph.
Septic inspections are required in the event a property is being sold and one has not been completed in 24 months.
You have one. As long as your property closes by November you will have no fees.

Heather Federspiel
Keller Williams Legacy Group
Broker Associate
The Wapsie Team
119 1st St E
Independence IA 50644

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O:319.332.1515

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[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Heather Federspiel <heatherfed@kw.com>

Sun, Jul 29, 2018 at 8:18 AM

Can you please have randy list what fees/inspections I'm responsible for and what fees/inspections the buyer is responsible for

this is not clear to me



PURCHASE/SALE CONTRACT

I/We request that (Co.) Skogman Realty or any of its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. The signing of this Contract creates important rights and liabilities on the part of both the Seller(s) and the Buyer(s). If you have concerns regarding your rights and liabilities you are encouraged to seek competent legal advice.

1. Prepared by: Kristine Baldwin Please check appropriate representation: ☒ Buyer(s) ☐ Seller(s) ☐ Dual Agency
2. Date: 08/13/2018 Time: 3:30 ☐ a.m./ ☒ p.m. The undersigned Buyer(s) hereby offers
3. the following terms for the purchase of the following property: Parcel #: 080070002000 & 080080000500
4. Address: 1142 110th Avenue City: Dundee, Iowa. Zip Code: 52038
5. Abbreviated legal description: PARCELS A & B PT SW NW & PARCEL A PT SE NE
6. Delaware County County, Iowa
7. subject to public highways, covenants, easements, restrictions and zoning, if any.
8. PURCHASE PRICE to be: \$70,000 and the method of payment as follows: \$250.00
9. earnest money with this Contract and an additional amount of earnest money of \$ _____ payable by (date) _____
10. Upon the acceptance of this Contract, total earnest money is to be paid to and will be cashed, deposited, and held in Trust by the Listing
11. Broker. In the event this Contract is not acceptable to both Buyer(s) and Seller(s) OR all contingencies or sub-contingencies are not met
12. in a timely manner as specified below, then said earnest money is to be returned to Buyer(s).
13. CLOSING: shall be on (date) 09/28/2018 or sooner by mutual agreement.
14. POSSESSION: To be given ☒ at time of closing or ☐ on (date) _____ (time) _____ ☐ a.m./ ☐ p.m.
15. If for any reason the closing is delayed, the Buyer(s) and Seller(s) may make a separate agreement with adjustments as to the date of
16. possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest or insurance, for these
17. purposes, shall be adjusted as of the date of possession and shall bear interest at the rate of _____ % per annum.
18. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (H):
19. ☒ A. NEW LOAN: This Contract is subject to and contingent upon the Buyer(s) obtaining a commitment in writing for a (type):
20. ☐ Conv ☒ FHA ☐ VA ☐ Other _____ - loan for not greater than 97 % of the purchase price with an interest rate at
21. _____ % or less with a term of 30 years.
22. ☐ The above referenced loan is a nonconforming conventional (B, C, D) loan.
23. Buyer(s) agrees to pay all customary loan costs. Buyer(s) agrees, upon the final acceptance of this Contract, to make application
24. within three (3) business days for such loan with a lender and to make a good faith effort to obtain a loan commitment as stated.
25. above. If Buyer(s) has NOT obtained full written commitment, including appraisal or loan denial, on or before
26. 09/10/2018 (date), this contract shall become null and void unless both parties have agreed to a timely signed extension.
27. Buyer(s) agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sales Contract in the
28. event there are any changes in terms or type of financing. Failure to do so may make this contract voidable at Seller's option.
29. ☒ B. Buyer(s) has credit pre-approval from Universal lending (lender), James Whitfield (loan originator)
30. subject to the terms and conditions of the attached pre-approval letter.
31. ☒ C. If this property does not appraise, on or before 09/14/2018 at the purchase price or greater, then this contract
32. may be voidable at the Buyer's option within five (5) business days of receipt of the appraisal.
33. ☐ D. Assumption of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).
34. ☐ E. Cash: Buyer(s) will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be
35. either added or deducted from this amount. This Contract is not contingent upon Buyer(s) obtaining such funds in order to close.
36. Buyer(s) also agrees to provide, within three (3) business days, verifiable evidence of the availability of the funds needed to
37. buy and close.
38. ☐ F. This offer is contingent upon and subject to Buyer(s) closing and obtaining proceeds from the sale of his/her home located at:
39. (address) _____
40. The Buyer's property identified above at "F" is:
41. ☐ currently listed with a Broker and ACTIVE on the market.
42. ☐ currently NOT listed with a Broker nor on the market. ☐ currently NOT listed with a Broker but on the market.
43. ☐ under contract with all contingencies to be released by (date) _____ and expected closing no later than (date) _____
44. ☒ G. Other Financing terms and/or Concessions: Seller to pay \$2,500 in buyer closing cost and prepaids
45. _____
46. _____

Buyer's Initials

Seller's Initials

Subject Property Address 1142 110th Avenue Dundee, Iowa

47. ☐ H. Insurance: Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted offer.
48. **JOINT TENANCY:** If Seller's title is held in joint tenancy with full rights of survivorship, this Contract shall not sever such joint tenancy.
49. Upon the death of one or more of the joint tenants, payments shall be made to the survivor(s).
50. **BUYER(S) HEREBY STATES HIS DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:**

51. ☐ Joint Tenants ☐ Tenants In Common ☒ As A Single Person ☐ Other _____

52. **USE OF THESE PREMISES:** At option of the Buyer(s), this Contract is void unless, at time of settlement, Buyer(s) is permitted under

53. existing zoning and any restrictive covenants to use these premises for _____

54. **THIS CONTRACT** ☐ is ☒ is not contingent upon and subject to Buyer(s) receiving within three (3) business days of acceptance of this

55. Contract the restrictive covenants for this property. Upon receipt, Buyer(s) has three (3) additional business day to approve said covenants.

56. **DUTIES OF THE PARTIES:**

57. A. The Broker, his Agents and employees make no representations or warranties as to the physical condition of the property,

58. its size, future value or income potential.

59. B. Seller(s) and Buyer(s) acknowledge that the Seller(s) of real property has a legal duty to disclose **Material Defects** of which the

60. Seller(s) has actual knowledge and which a reasonable inspection by the Buyer(s) would not reveal.

61. **CONDITION OF PROPERTY:** Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in

62. properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the Seller(s) will provide the Buyer(s) with copies of any

63. records or prior test results pertaining to lead-based paint findings.

64. A. The property as of the date of this Contract, including buildings, grounds, and all improvements, will be preserved by the Seller(s) in

65. its present condition until possession, ordinary wear and tear excepted.

66. B. The Seller(s) warrants that the property will be maintained in its current condition as of the date of this contract per attached property

67. disclosure, if applicable.

68. C. **PROPERTY INSPECTIONS:** These inspections are not to be construed as inspections to bring an older home into compliance

69. with the current local building codes. These inspections are only intended to discover any major structural, mechanical, safety

70. and health related issues. ☐ KL (buyer's initials) The Buyer's obligation to close this transaction is contingent

71. upon the Buyer(s) obtaining, at Buyer's expense, inspection reports. The inspection period following the date of acceptance shall

72. commence on the first business day following the "day of acceptance". Such inspection period shall not exceed _____ business days.

73. ☐ 1. **BUYER(S) SELECTS A WHOLE HOUSE INSPECTION** to determine the material physical condition of the house, land,

74. improvements, fixtures, equipment, any additional structures and any hazardous conditions on the real estate. For any and all

75. inspections, Seller(s) agree to have all utilities on and major mechanicals and equipment functional.

76. ☐ 2. **BUYER(S) WAIVES A WHOLE HOUSE INSPECTION** and chooses only:

77. ☐ Air Conditioning ☐ Structural ☐ Roofing ☐ Other _____

78. ☐ Heating ☐ Plumbing ☐ Lead-base Paint ☐ Other _____

79. ☐ Electrical ☐ Asbestos ☐ Sewer Lines ☐ Other _____

80. ☒ 3. **BUYER(S) WAIVES THE REAL ESTATE INSPECTIONS:** Listed in 1 and 2 above.

81. Signature(s) *KL* *KL*

82. **D. ADDITIONAL INSPECTIONS**

83. ☒ 1. **A WELL WATER QUALITY TEST** to meet local county health standards, will be ordered and paid for upon completion by: Seller has

84. ☐ Buyer(s) ☐ N/A - and provided no later than (date) _____ Completed already

85. ☒ 2. **A SEPTIC SYSTEM INSPECTION:** The septic system shall be inspected and approved for real estate transfer by a licensed DNR

86. inspector as required by Iowa Code 455B.172 (unless exempt) to be ordered and paid for by ☒ Seller(s) or ☐ Buyer(s) and Seller Comple

87. provided no later than _____ (date). Already

88. ☐ 3. **A RADON TEST** will be ordered and paid for upon completion by: ☐ Buyer(s) ☐ N/A - and provided no later than (date)

89. Said test results must be less than 4 pCi/L under closed house conditions.

90. ☐ 4. **STRUCTURAL PEST CONTROL:** A professional exterminator's report will be ordered by ☐ Buyer(s) ☐ N/A and paid for upon

91. completion by ☐ Buyer(s) ☐ N/A and provided no later than (date) _____ In the event of active

92. infestation, the ☐ Buyer(s) ☐ Seller(s) shall have the option of declaring this Contract null and void if the ☐ Seller(s) or ☐ Buyer(s)

93. decline to repair such damage and/or treat the property.

94. ☐ All parties are aware that if this is a VA loan, the Seller(s) will be required to pay for a termite inspection.

95. **RESPONSE TO INSPECTION FINDINGS:** If any inspection in lines 77-101 reveals damage from infestation or material defects or health or

96. safety concerns, Buyer(s) shall provide written notification of the defect(s) along with the

97. relevant portion(s) of the inspection report(s) and the desired corrections and deliver them to the Listing Agent within the "Inspection

98. Period". Upon delivery of the notice, Seller(s) shall have three (3) business days to respond to the buyers "Inspection Summary" requests.

99. The buyer(s) and seller(s) shall have three (3) business days ("Settlement Period") to negotiate a settlement of the condition of the real

100. estate. If settlement is not reached within the "Settlement Period", then this Contract shall be voidable. For purpose of this paragraph,

101. damage from infestation or "material defects" does not include minor or routine maintenance items.

102. **IF BUYER(S) DOES NOT SECURE SAID INSPECTION(S) IN A TIMELY MANNER OR PROVIDE TIMELY NOTICE FOR REMEDIES,**

103. **THEN BUYER(S) SHALL BE DEEMED SATISFIED AND THE INSPECTION CONTINGENCY WILL BE CONSIDERED WAIVED.**

Buyer's Initials *KL* _____ Seller's Initials _____

Exhibit #10

Subject Property Address 1142 110th Avenue Dundee, Iowa

47. ☐ H. Insurance: Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted offer.
48. **JOINT TENANCY:** If Seller's title is held in joint tenancy with full rights of survivorship, this Contract shall not sever such joint tenancy.
49. Upon the death of one or more of the joint tenants, payments shall be made to the survivor(s).
50. **BUYER(S) HEREBY STATES HIS DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:**

51. ☐ Joint Tenants ☐ Tenants In Common ☒ As A Single Person ☐ Other _____

52. **USE OF THESE PREMISES:** At option of the Buyer(s), this Contract is void unless, at time of settlement, Buyer(s) is permitted under

53. existing zoning and any restrictive covenants to use these premises for _____

54. **THIS CONTRACT** ☐ is ☒ is not contingent upon and subject to Buyer(s) receiving within three (3) business days of acceptance of this

55. Contract the restrictive covenants for this property. Upon receipt, Buyer(s) has three (3) additional business day to approve said covenants.

56. **DUTIES OF THE PARTIES:**

57. A. The Broker, his Agents and employees make no representations or warranties as to the physical condition of the property,

58. its size, future value or income potential.

59. B. Seller(s) and Buyer(s) acknowledge that the Seller(s) of real property has a legal duty to disclose **Material Defects** of which the

60. Seller(s) has actual knowledge and which a reasonable inspection by the Buyer(s) would not reveal.

61. **CONDITION OF PROPERTY:** Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in

62. properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the Seller(s) will provide the Buyer(s) with copies of any

63. records or prior test results pertaining to lead-based paint findings.

64. A. The property as of the date of this Contract, including buildings, grounds, and all improvements, will be preserved by the Seller(s) in

65. its present condition until possession, ordinary wear and tear excepted.

66. B. The Seller(s) warrants that the property will be maintained in its current condition as of the date of this contract per attached property

67. disclosure, if applicable.

68. C. **PROPERTY INSPECTIONS:** These inspections are not to be construed as inspections to bring an older home into compliance

69. with the current local building codes. These inspections are only intended to discover any major structural, mechanical, safety

70. and health related issues. KL (buyer's initials) The Buyer's obligation to close this transaction is contingent

71. upon the Buyer(s) obtaining, at Buyer's expense, inspection reports. The inspection period following the date of acceptance shall

72. commence on the first business day following the "day of acceptance". Such inspection period shall not exceed _____ business days.

73. ☐ 1. **BUYER(S) SELECTS A WHOLE HOUSE INSPECTION** to determine the material physical condition of the house, land,

74. improvements, fixtures, equipment, any additional structures and any hazardous conditions on the real estate. For any and all

75. inspections, Seller(s) agree to have all utilities on and major mechanicals and equipment functional.

76. ☐ 2. **BUYER(S) WAIVES A WHOLE HOUSE INSPECTION** and chooses only:

77. ☐ Air Conditioning ☐ Structural ☐ Roofing ☐ Other _____

78. ☐ Heating ☐ Plumbing ☐ Lead-base Paint ☐ Other _____

79. ☐ Electrical ☐ Asbestos ☐ Sewer Lines ☐ Other _____

80. ☒ 3. **BUYER(S) WAIVES THE REAL ESTATE INSPECTIONS:** Listed in 1 and 2 above.

81. Signature(s) Rylee LaRue

82. **D. ADDITIONAL INSPECTIONS**

83. ☒ 1. **A WELL WATER QUALITY TEST** to meet local county health standards, will be ordered and paid for upon completion by: Seller has

84. ☐ Buyer(s) ☐ N/A - and provided no later than (date) _____ Completed already

85. ☒ 2. **A SEPTIC SYSTEM INSPECTION:** The septic system shall be inspected and approved for real estate transfer by a licensed DNR

86. inspector as required by Iowa Code 455B.172 (unless exempt) to be ordered and paid for by ☒ Seller(s) or ☐ Buyer(s) and Seller Comple

87. provided no later than _____ (date). Already

88. ☐ 3. **A RADON TEST** will be ordered and paid for upon completion by: ☐ Buyer(s) ☐ N/A - and provided no later than (date)

89. Said test results must be less than 4 pCi/L under closed house conditions.

90. ☐ 4. **STRUCTURAL PEST CONTROL:** A professional exterminator's report will be ordered by ☐ Buyer(s) ☐ N/A and paid for upon

91. completion by ☐ Buyer(s) ☐ N/A and provided no later than (date) _____. In the event of active

92. infestation, the ☐ Buyer(s) ☐ Seller(s) shall have the option of declaring this Contract null and void if the ☐ Seller(s) or ☐ Buyer(s)

93. decline to repair such damage and/or treat the property.

94. ☐ All parties are aware that if this is a VA loan, the Seller(s) will be required to pay for a termite inspection.

95. **RESPONSE TO INSPECTION FINDINGS:** If any inspection in lines 77-101 reveals damage from infestation or material defects or health or

96. safety concerns, Buyer(s) shall provide written notification of the defect(s) along with the

97. relevant portion(s) of the inspection report(s) and the desired corrections and deliver them to the Listing Agent within the "Inspection

98. Period". Upon delivery of the notice, Seller(s) shall have three (3) business days to respond to the buyers "Inspection Summary" requests.

99. The buyer(s) and seller(s) shall have three (3) business days ("Settlement Period") to negotiate a settlement of the condition of the real

100. estate. If settlement is not reached within the "Settlement Period", then this Contract shall be voidable. For purpose of this paragraph,

101. damage from infestation or "material defects" does not include minor or routine maintenance items.

102. **IF BUYER(S) DOES NOT SECURE SAID INSPECTION(S) IN A TIMELY MANNER OR PROVIDE TIMELY NOTICE FOR REMEDIES,**

103. **THEN BUYER(S) SHALL BE DEEMED SATISFIED AND THE INSPECTION CONTINGENCY WILL BE CONSIDERED WAIVED.**

Buyer's Initials KL _____ Seller's Initials _____

98-102 (Revised 4/17)

Property Address

1142 110th Ave, Dundee IA

CHECK THE APPROPRIATE BOX

☐ 1. **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

☒ 2. **FINANCING.** This agreement is subject to Buyer ☐ OBTAINING ☐ ASSUMING a commitment for a ☐ CONVENTIONAL ☐ INSURED CONVENTIONAL ☐ FHA ☐ VA ☐ USDA ☐ OTHER mortgage loan on said property at an initial interest rate not to exceed _____% per annum ☐ FRM ☐ ARM amortized over a period of 30 years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before 10/17, 2018. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

☐ 3. **INSTALLMENTS.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

☐ 4. **ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

5. **TAXES AND ASSESSMENTS.** Seller shall pay all taxes prorated to closing? of the installment of general property taxes on said property which become delinquent if not paid on or before closing, and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing. Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. **CONDITION OF PROPERTY.** The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7. **INSPECTION OF PROPERTY.** The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 10 days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s)

M. Park
(Initials)

Seller(s)

(Initials)

98-102 (Revised 4/17)

Property Address

1142 110th Ave Durfee Iowa

13. **REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance), and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

14. **THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

15. **FOREIGN PERSON STATUS. (FIRPTA, Foreign Investment in Real Property Tax Act.)** Seller is not a foreign person as defined in Internal Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

16. **ELECTRONIC SIGNATURES.** In accordance with Iowa Code ch. 554D, all parties agree that this transaction can be conducted by electronic means; Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

17. **NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

18. **ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT

YES ☒

SELLER DISCLOSURE OF PROPERTY CONDITION

YES ☒

NO ☐

NOT APPLICABLE ☐

EXEMPT ☐

LEAD BASE PAINT DISCLOSURE

YES ☒

NO ☐

NOT APPLICABLE ☐

SEPTIC SYSTEM ADDENDUM

YES ☒

NO ☐

NOT APPLICABLE ☐

19. **ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above described property. If this agreement is not accepted by the Seller on or before 9:00 PM 9/16/18, it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

20. **SELLER HEREBY** ☐ **ACCEPTS** ☐ **COUNTERS** ☐ **REJECTS** the above agreement on _____. If Seller has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before _____. If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before _____.

BUYER

SELLER

BUYER

SELLER

ADDRESS

33186 Hwy 13 ST PT Ia

ADDRESS

52076

PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY

Troy Olson Onkrige Realtors

PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY

Troy Olson Onkrige

FINAL ACCEPTANCE DATE: _____

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bruce w <brucewestin01@gmail.com>

Showing feedback tonight

12 messages

Troy Olson <tolson14@msn.com>

Wed, Sep 19, 2018 at 6:34 PM

To: "brucewestin01@gmail.com" <brucewestin01@gmail.com>

Hey Bruce,

Just heard back from the agent that showed the house tonight, he said they are talking things through but are "definitely interested "

Have a good night,
Troy

Sent from my iPhone

bruce w <brucewestin01@gmail.com>

Wed, Sep 19, 2018 at 6:48 PM

To: Troy Olson <tolson14@msn.com>

I will review the offer from today and might have questions

btw - did you get my previous email? any recollection of seeing a rather large stain in my kitchen? will you be able to look out for things like that and let me know

[Quoted text hidden]

Troy Olson <tolson14@msn.com>

Wed, Sep 19, 2018 at 8:59 PM

To: bruce w <brucewestin01@gmail.com>

Sounds good, the offer from today expires at 5:00pm on Thursday.

So let me know if you have questions, or if you're ready for it to be set up with signatures.

As I recall, the stain is there from the George Forman Grill, when we had the pictures taken, I moved it under the counter. And under the drip tray, was that stain, following the pictures in the kitchen I set the grill back on the counter. I always check around to make sure nothing is moved around or out of place otherwise when I'm there, so I'll keep doing that and let you know if anything catches my eye.

Thanks,
TroySent from my iPhone
[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Thu, Sep 20, 2018 at 8:07 AM

To: Troy Olson <tolson14@msn.com>

the 2nd group asked about the lot across the street, lets give them a little time
[Quoted text hidden]

Troy Olson <tolson14@msn.com>

Thu, Sep 20, 2018 at 9:27 AM

To: bruce w <brucewestin01@gmail.com>

Sounds good, are you thinking you'd like to to let this offer expire, and see if the other folks write an offer then?

Thanks,
Troy**Exhibit #14**

Sent from my iPhone

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Thu, Sep 20, 2018 at 11:43 AM

To: Troy Olson <tolson14@msn.com>

not sure yet, just a quick question about the offer. what is the "septic system addendum" that's checked off in the offer, can you send that over.

[Quoted text hidden]

Troy Olson <tolson14@msn.com>

Thu, Sep 20, 2018 at 11:57 AM

To: bruce w <brucewestin01@gmail.com>

That's an addendum that says, the septic will pass dnr time of transfer. Because yours is new in the last 24 months, you shouldn't need to have it inspected.

Sent from my iPhone

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Thu, Sep 20, 2018 at 12:03 PM

To: Troy Olson <tolson14@msn.com>

okay, would you be able to send a copy of that doc over?

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Thu, Sep 20, 2018 at 6:49 PM

To: Troy Olson <tolson14@msn.com>

sounds like you don't know what you're doing, that should have been filed with the contract, then you say I don't need an inspection but the addendum says otherwise.

I think you can cancel the listing contract and pick up your sign

[Quoted text hidden]

Troy Olson <tolson14@msn.com>

Thu, Sep 20, 2018 at 7:55 PM

To: bruce w <brucewestin01@gmail.com>

Hi Bruce,

I have all the paperwork, which the buyers have already signed, the septic addendum is required for septic systems that are older than 2 years, you've said that yours was new in November of 2016, which makes it exempt, because the DNR views new systems (within 2 years) to be in compliance.

I'm sorry you feel like I haven't done what's needed, if you'd like to cancel the listing, I can certainly send you the paperwork to get that done etc. However I was feeling confident that we'd have a deal put together today, after negotiating with my buyers all verbally, and then putting the Purchase Agreement together. Was the offer not what you were looking for, or what could have been done differently, that would have made this a successful process?

Thanks for your time,

Troy Olson

Realtor®

Oakridge Realtors

Exhibit #14

3313 Terrace Drive
Cedar Falls, IA 50613
319-290-4878 Cell
319-277-5005 Office
Licensed in the state of Iowa

From: bruce w <brucewestin01@gmail.com>
Sent: Thursday, September 20, 2018 8:49 PM
To: Troy Olson
Subject: Re: Showing feedback tonight

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Troy Olson <tolson14@msn.com>

Fri, Sep 21, 2018 at 7:55 AM

what could have been done differently is for you to tell me what was going on when I asked that buyer pays all inspection fees. even if they did pay the septic fee that can't be tested for at least several weeks after all the recent rain

gonna have to ask you to cancel contract, pick your sign up and leave key inside mailbox (place at the back)

[Quoted text hidden]

Troy Olson <tolson14@msn.com>
To: bruce w <brucewestin01@gmail.com>

Fri, Sep 21, 2018 at 9:42 AM

Hi Bruce,
Once again, sorry for the confusion, I've sent you the listing withdrawal form, once you sign that I can take it down off the MLS.
Thanks for your time, and best of luck,

Troy Olson
Realtor®
Oakridge Realtors
3313 Terrace Drive
Cedar Falls, IA 50613
319-290-4878 Cell
319-277-5005 Office
Licensed in the state of Iowa

From: bruce w <brucewestin01@gmail.com>
Sent: Friday, September 21, 2018 9:55 AM
[Quoted text hidden]

[Quoted text hidden]



SEPTIC SYSTEM INSPECTION ADDENDUM

3313 Terrace Drive
Cedar Falls, IA 50613

ph • 319/277-5005
fax • 319/277-5090

www.oakridgerealtors.net

This agreement is an addendum to the Purchase Agreement dated 09/18/2018 on
the property located at 1142 110th Avenue, Dundee, IA 52038 and legally
described as: _____

This is a rural property and is not connected to a sanitary sewer system. Sellers warrant that the septic system is located on the above property and to the best of their knowledge is in good working order at the time of this offer. Sellers will provide to Buyers certification from the County attesting that the septic system is in compliance with County regulations and agrees to complete the following items:

1. If applicable, file application forms with the County and pay all associated fees for obtaining proof of septic system certification.
2. Take action to have the tank pumped by a certified septic tank pumper and show proof (or receipt) thereof.
3. The tank shall be uncovered to allow for adequate inspection of the interior of the tank to verify that the tank is not leaking and that all baffles are intact and work properly.
4. The distribution box shall be uncovered and inspected for speed levelers and verification that all laterals are functioning properly.
5. All costs associated with the septic system certification identified in Steps 2, 3, and 4 above shall be at the Seller's expense unless otherwise agreed upon.

Buyers and Sellers agree to have the septic system inspected by a qualified person. Such inspection will be paid for by SELLER. Buyers shall be provided with a copy of the written inspection report and Buyers, or Buyers' Agent must immediately notify in writing Sellers or Seller's Agent, as per the Purchase Agreement, of any deficiencies or any such deficiencies will be waived. Sellers will immediately notify Buyers or Buyers' Agent shall then immediately notify Sellers or Sellers' Agent in writing that: (1) such steps are acceptable, in which case the Purchase Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void.

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

Exhibit 14A



3313 Terrace Drive
Cedar Falls, IA 50613

ph • 319/277-5005

fax • 319/277-5090

www.oakridgerealtors.net

LISTING WITHDRAWAL FORM

Listing No. 20185432

To: Troy Olson, Realtor

Take notice that the property known as: 1142 110th Ave, Dundee Iowa

which I as owner listed with you exclusively for sale on 08/22/2018 _____, is withdrawn from

the market for the following reason: Seller decided not to sell.

It is agreed that if there is a change in the circumstances above set forth and if said property is sold within the term of the original listing contract, then this withdrawal agreement shall be null and void, and said original listing shall be considered to have remained in full force and effect in all terms.

Each party hereby acknowledges receipt of a copy of this executed agreement.

Date: 09/21/2018

| | |
|------------|---|
| | |
| | |
| Troy Olson | dotloop verified 09/21/18 12:37PM EDT 1PNB-2IIT-87QJ-VW |
| Brian Page | dotloop verified 09/21/18 12:33PM EDT OBO 1-B9HA-MRIS-J5Y |

Seller

Seller

Realtor

Broker

TRUST ^{the} LEADER

Oct. 2015

Exhibit 14B

98-102 (Revised 4/17)

Property Address 1142 110th Ave Dundee IA 52038

CHECK THE APPROPRIATE BOX

☐ 1. **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

☒ 2. **FINANCING.** This agreement is subject to Buyer ☒ **OBTAINING** ☐ **ASSUMING** a commitment for a ☐ **CONVENTIONAL** ☐ **INSURED CONVENTIONAL** ☐ **FHA** ☐ **VA** ☒ **USDA** ☐ **OTHER** mortgage loan on said property at an initial interest rate not to exceed Market % per annum ☐ **FRM** ☐ **ARM** amortized over a period of 30 years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before March 5, 2019. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

- Buyer is pre-approved at Community Savings Bank w/ Linda Besse

☐ 3. **INSTALLMENTS.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

☐ 4. **ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

5. **TAXES AND ASSESSMENTS.** Seller shall pay all taxes due and prorated to the day of closing of the installment of general property taxes on said property which become delinquent if not paid on or before _____ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing. Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. **CONDITION OF PROPERTY.** The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7. **INSPECTION OF PROPERTY.** The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 10 business days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s) MF CF
(Initials)

Seller(s) _____
(Initials)

98-102 (Revised 4/17)

Property Address 1142 110th Ave Dundee IA 52038**8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

- Seller to pay \$2,000 towards buyer's closing costs.
- Seller to install a hand rail on the east entrance of the house And to install a spindle upstairs on the railing. - This to be done within 10 days of accepted offer before the appraisal is done.
- Seller to have a pressure relief extension valve installed on the hot water heater if there is not one already installed before appraisal w/in 10 business days of accepted offer.
- Store and window AC unit at the house to be included.
- Seller to provide buyer with septic inspection report acceptable for Time of Transfer requirements by the DNR.
- Seller to install a reverse osmosis system and have a new water test with safe nitrate levels for infants + no bacteria.

9. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

10. TITLE PAPERS AND ABSTRACT. At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

11. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

12. SURVEY. Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a metes and bounds description.)

Buyer(s) MF CP
(Initials)

Seller(s)
(Initials)

email: deegoerdt65@gmail.com

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Diane Goerdt <deegoerdt65@gmail.com>

Fri, Jan 4, 2019 at 5:58 PM

do you have anything from the USDA that says this will work
[Quoted text hidden]

Diane Goerdt <deegoerdt65@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Fri, Jan 4, 2019 at 6:00 PM

Not directly from USDA, just the bank letter from CSB in Manchester.

[Quoted text hidden]

[Quoted text hidden]

Diane Goerdt <deegoerdt65@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Fri, Jan 4, 2019 at 6:04 PM

CSB bank letter says USDA has to approve it, which they can't do now until they get signed accepted offer.

[Quoted text hidden]

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Diane Goerdt <deegoerdt65@gmail.com>

Fri, Jan 4, 2019 at 6:32 PM

id want something from usda 1st
[Quoted text hidden]

Diane Goerdt <deegoerdt65@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Sat, Jan 5, 2019 at 6:09 AM

Teresa also said USDA cannot be approved until house appraisal and title opinion are done. At this point we just have the banks letter that they are approved.

[Quoted text hidden]

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Diane Goerdt <deegoerdt65@gmail.com>

Sat, Jan 5, 2019 at 9:22 AM

okay, didn't think USDA would work. did you hear back from county health dept yet about dnr?
[Quoted text hidden]

Diane Goerdt <deegoerdt65@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Sat, Jan 5, 2019 at 9:48 AM

No, I haven't had time to call, will do that this week.
[Quoted text hidden]
[Quoted text hidden]



ECIAR 1

Page 1 of 4 Pages

PURCHASE CONTRACT

THIS IS A LEGAL BINDING DOCUMENT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE

DATE OF OFFER 1/11/19

AGENCY RELATIONSHIP NOTIFICATION/CONFIRMATION

1. This document is prepared by: Diane Goerdt / ReMax Advantage AS AGENT FOR
firm name/agent name2. (Check one) ☐ Seller Exclusively ☐ Buyer Exclusively ☒ Both Buyer and Seller (Dual Agency),
3. or _____4. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand
5. who is representing them and the disclosures were provided prior to signing this Offer For Real Estate.

6. DOCUMENTS ATTACHED TO THIS PURCHASE CONTRACT

7. ☒ Dual Agency Consent Agreement8. ☐ Lead Base Paint Disclosure9. ☒ Inspection Addendum10. ☒ Addendum to Purchase11. ☐ IL Radon Disclosure☒ Seller Disclosure of Property Condition☐ Sale Contingency☐ Rental Addendum☐ Other Documents/Attachments/Legal Description: _____12. _____
13. OFFER TO: Bruce Westin (herein designated as SELLER)
Seller Names14. The undersigned Jeffrey Harbaugh (herein designated as BUYER)
Buyer Names15. Hereby propose to purchase your property known as: 1142 - 110th Ave Dundee
Address City16. La 52038 Parcel #(s) 080080000500 0800700020000
State ZIP17. and agrees to pay you the sum of: Seventy thousand dollars18. \$ 70,000.00 as follows: \$ 500.00 earnest money to be held in trust by (select one) ☒ Listing Broker,
19. or, _____ other _____ Earnest money shall be20. increased to \$ _____ within _____ days of acceptance and again held in trust as previously agreed. In the event of
21. satisfaction of both Buyer and Seller contingencies herein, the earnest money deposits and balance of the purchase price shall be
22. delivered to Seller at settlement. In the event either Buyer or Sellers' contingencies or obligations herein are not satisfied, the
23. earnest money shall be distributed in accordance with the paragraph entitled "Remedies of the Parties".

24. ALL USUAL COSTS INCURRED IN SECURING SUCH MORTGAGE SHALL BE PAID BY THE BUYER EXCEPT: SELLER TO PAY UP TO

25. \$ 2000.00 TOWARD BUYERS CLOSING COSTS AND PREPAID ITEMS.26. OTHER TERMS/CONTINGENCIES Subject to Financing

27. The Purchase Price is be paid as follows: (Check the Appropriate Box(s))

28. ☐ CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has29. right to receive immediate verification of funds. Seller Buyer is responsible for settlement fee.

30. Terms as follows: _____

31. ☐ FINANCING This contract is contingent upon the Buyer obtaining a written commitment for financing with

32. terms as provided in lines 36-38 of this contract.

33. ☒ Conventional ☐ Conventional Insured34. ☐ FHA ☐ VA35. ☐ Land Contract (terms as follows) _____36. ☐ OTHER _____

37. If Buyer provides written proof Buyer is unable to obtain financing, this contract is terminated and earnest

38. money returned.

39. DOWNPAYMENT 0-3% (%) percent (or) \$ _____ INTEREST RATE not to exceed: 5.1 % per annum40. TERM OF MORTGAGE/LOAN 30 years. DATE FOR FINANCING CONTINGENCY RELEASE: 2/11/19, Or

41. Within _____ days after _____

42. If Buyer does not make timely delivery of said contingency release, then Seller may terminate this offer by written

43. notice to Buyer.

44. PRE-APPROVAL LETTER (check one) ☒ attached ☐ delivered by / / ☐ Other _____BUYER INITIAL JH INITIAL _____ SELLER INITIAL _____ INITIAL _____



ECIAR 6

ADDENDUM TO PURCHASE CONTRACT (ATTACHED TO PURCHASE CONTRACT)

Seller: Bruce WestioBuyer: Jeffrey WarbaughAddress of Property Being Purchased: 1142 110th Ave Dundee Ia 52038

Address _____ City _____ State _____ ZIP _____

Date of Offer for Real Estate: 1/11/19

the undersigned Buyer and Seller hereby agree to the following: _____

Buyer is waiving inspections. However prior to closing Seller has to turn on heat + water to be sure they work and if any problems or leaks, seller will have to fix before closing

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase Contract. All other contract terms are to remain the same.

Buyer [Signature] Date 1/11/19 Seller _____ Date / /Buyer _____ Date / / Seller _____ Date / /Agent [Signature] Date 1/11/19 Agent _____ Date / /

ECIAR 6

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INSPECTION ADDENDUM

ECIAR 7
Page 1 of 3 Pages

RE: PURCHASE CONTRACT, dated 1/11/19 by and between the undersigned Buyer and Seller concerning the real estate commonly known as:

1142-110th Ave Dundee Ia 52038

Street City State ZIP

THIS SECTION MUST BE READ, UNDERSTOOD AND INITIALED

These Inspections only cover conditions of the property not previously disclosed. They are not to be construed as inspections to bring an older home into compliance with current local building codes. They are only intended to discover any major structural, mechanical, safety and health related issues and defects. Notwithstanding the foregoing, Buyer and Seller agree that if the inspection report describes a condition of the property as one which can be remedied by routine maintenance or normal servicing, such condition shall not constitute grounds for termination of the Purchase Contract.

Additionally, with respect to the items noted in said inspection reports to have reached or exceeded normal useful life, so long as such items are in working order, such condition(s) shall not be a basis for finding that said items are in a defective condition, and Seller shall not be required to repair or replace such items, and said conditions(s) shall not constitute grounds for termination of the Purchase Contract.

If Buyer does not complete any of the inspections within the time frames agreed to, they are deemed to accept the property in "As Is" condition relative to that inspection. A copy of this inspection addendum may be provided to any inspector prior to the start of any inspection.

NOTE: Inspections required by FHA, VA or lender do not eliminate the need for other inspections.

We the undersigned have read and understand the information in the section above and agree by providing our initials.

BUYER INITIAL JGR INITIAL _____ SELLER INITIAL _____ INITIAL _____

CHECK ONE**1. HOME INSPECTION**

- a. ☒ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a home inspection, at the Buyer's expense by a qualified independent inspector, Or other specific inspection _____. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before ___/___/___ 2. Within ___ days after _____

- b. ☒ Buyer has been afforded the opportunity to have a Home Inspection. However, Buyer hereby waives his/her right to to have a home inspection and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing.

2. RADON (See IDPH pamphlet *Iowa Radon Home-Buyers and Sellers Fact Sheet* or visit www.epa.gov/radon)

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a Radon Inspection at Buyer's expense, to be performed by a licensed Radon Inspector. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before ___/___/___ 2. Within ___ days after _____

- b. ☒ Buyer has been afforded the opportunity to have a Radon Inspection. However, Buyer hereby waives his/her right to to have a radon inspection and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing.

INSPECTION ADDENDUM PAGE 2
PROPERTY ADDRESS

Street

City

State

ZIP

ECIAR 7

Page 2 of 3 Pages

3. WOOD DESTROYING PEST INSPECTION – "LENDER MAY REQUIRE FOR FINANCING APPROVAL"

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a Wood Destroying Pest Inspection at Buyer's expense, to be performed by a qualified Pest Inspector. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before __/__/__. 2. No later than ____ days prior to closing
- b. ☐ Buyer is seeking a VA Loan which requires that Seller conduct a wood destroying Pest inspection at Seller's expense to be performed by a qualified Pest Inspector. Inspection will be completed, report received and delivered to Buyer who will, if needed, prepare a Response to Inspections Report. (CHOOSE ONE) 1. On or before __/__/__. 2. No later than ____ days prior to closing.
- c. ☒ Buyer has been afforded the opportunity to have a Wood Destroying Pest Inspection. However, Buyer hereby waives his/her right to have a wood destroying pest inspection and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing

4. WATER TEST (If Applicable) – "LENDER MAY REQUIRE FOR FINANCING APPROVAL"

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a water test performed by a qualified third party at Buyer's expense. Water test to be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before __/__/__. 2. No later than ____ days prior to closing.
- b. ☒ Buyer has been afforded the right to have a Water Test performed by a qualified third party. However, Buyer hereby waives his/her right to have a water test and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing.

5. SEPTIC INSPECTION (If Applicable)

Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. The code applies to transfer of property which includes at least one but not more than four dwelling units. This property has a septic system and is not connected to a sanitary sewer system.

- a. ☒ With written acceptance of said Purchase Contract, Buyer shall require the Seller to provide the results of a Septic System Inspection performed by a DNR Certified Inspector. (CHOOSE ONE) 1. By __/__/__. 2. No later than ____ days prior to closing.
- b. ☐ Septic System Inspection will be completed by a certified DNR septic system inspector at Buyer's Expense, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. By __/__/__. 2. No later than ____ days prior to closing.
- c. ☒ Buyer has been presented with satisfactory results of a Septic System Inspection conducted by a Certified Septic System Inspector within the appropriate two-year state mandated time frame.
- d. ☐ Illinois -Buyer has been afforded the right to have the septic system inspected by a qualified third party. However, Buyer hereby waives his/her right to have a septic system inspection and relies upon his/her own determination as to the condition of said property. Further, Buyer releases the Seller, Broker, Salesperson and all other persons associated with the transfer of real estate from any and all liability relating to any defect or deficiency affecting the property. This waiver shall survive the closing.

6. LEAD-BASED PAINT (See EPA pamphlet *Protect your Family from Lead in Your Home*)

- a. ☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or paint hazards at the Buyer's expense with such inspection to be completed before 9:00 P.M. on the 10th calendar day after acceptance of the Purchase Contract. This contingency will terminate at the above predetermined deadline unless the Buyer, or Buyer agent, delivers to the Seller (or Seller agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within ____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have ____ days after receipt to respond to the counter-offer or remove this contingency and take the property in "As-Is" condition or this contract shall become terminated. Intact lead-based paint that is in good condition is not necessarily a hazard.

BUYER INITIAL

INITIAL

SELLER INITIAL

INITIAL



bruce w <brucewestin01@gmail.com>

offer for \$68,000

6 messages

Diane Goerdt <deegoerdt65@gmail.com>

Mon, Jan 14, 2019 at 10:40 AM

To: bruce w <brucewestin01@gmail.com>

So I just sent the offer via dotloop for electronic signature. Banker will try to close as soon as possible. Will also need your abstract.

If you can sign this today, that would be great, otherwise I will need to extend it.

Thanks.

Diane Goerdt

**RE/MAX**Outstanding Agents
Outstanding Results[®]

Advantage Realty

248 1st Ave. E

Dyersville, Iowa 52040

Cell: 563-513-9378**Office: 563-875-9400****Licensed in Iowa since 1999****email: deegoerdt65@gmail.com****bruce w** <brucewestin01@gmail.com>

Mon, Jan 14, 2019 at 3:03 PM

To: Diane Goerdt <deegoerdt65@gmail.com>

If you contacted the health department for septic report then why do we still need to provide documentation? lets get that done 1st.

And I still need \$50 to winterize the house if water is turned on - that needs to come out of the earnest money

[Quoted text hidden]

Diane Goerdt <deegoerdt65@gmail.com>

Mon, Jan 14, 2019 at 3:08 PM

To: bruce w <brucewestin01@gmail.com>

That septic & water contingency is satisfied. If I change it, then Jeff has to re-sign it. I'll go in and do that.

Can't take money out of earnest money. I'll reimburse you, or send you a check for \$50.00 myself.

So is it then agreeable?

Diane Goerdt

Exhibit #23

RE/MAX Advantage Realty of Dyersville
117 3rd St SE, Suite 100
Dyersville, Ia 52040
Ofc: 563/875-9400
Cell: 563/513-9378
deegoerdt65@gmail.com

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Diane Goerdt <deegoerdt65@gmail.com>

Mon, Jan 14, 2019 at 7:14 PM

do you anything to show me from this person's bank explaining the type of loan they qualify for and max loan amount

[Quoted text hidden]

Diane Goerdt <deegoerdt65@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Mon, Jan 14, 2019 at 7:16 PM

His loan letter from bank was in the email I sent Friday. But I can send again.

[Quoted text hidden]

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
Draft To: Diane Goerdt <deegoerdt65@gmail.com>

Mon, Jan 14, 2019 at 7:17 PM

I need

[Quoted text hidden]

98-102 Adopted by the Northeast Iowa Regional Board of REALTORS® Revised (4/17)
Adopted by the Black Hawk County Bar Association 2017



PURCHASE AGREEMENT

Date April 5, 2019

TO: Bruce Westin (Seller)

FROM: Megan E. & Casey A. Francois (Buyer)

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: ① Vacant lot - Parcel # 0800700020000
② 1142 110th Ave Dundee IA 52038

Legally described as: per abstract

SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land, rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: attached carpeting; window shades; blinds; curtain rods and hardware; lighting fixtures and bulbs; ceiling fans; built-in appliances and accessories; antenna, television mounting brackets; awnings; door chimes; fireplace grates, andirons; mailbox, installed sump pumps; garage door openers and controls; and bushes, shrubs and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures not hereinafter reserved by Seller in writing.

RESERVED ITEMS: _____

FOR THE SUM OF \$ 70,000

Earnest money of \$ 200.00 to be held in trust by Maverick Realty and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. Any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable non-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

Return of Earnest Money. Earnest money submitted as part of the purchase price of the above described property shall be returned to the Buyer in case this agreement is not accepted. Any other release of earnest money shall require informed written consent of all parties to this agreement.

Closing to take place on or before Friday, the 17 day of May, 2019 ^{OR sooner}

Possession to be given to Buyer at closing or by Same Day as closing ☐ AM ☐ PM. Buyer agrees to take possession subject to rights of non-owner occupants now in possession. ☐ YES ☐ NO. Any rents shall be prorated to date of closing. Seller agrees to deliver to Buyer all existing keys and garage door controls no later than possession.

Buyer(s) MF CA
(Initials)

Seller(s) _____
(Initials)

98-102 (Revised 4/17)

Property Address 1142 110th Ave Dundee IA 52038

CHECK THE APPROPRIATE BOX

☐ 1. **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

☒ 2. **FINANCING**. This agreement is subject to Buyer ☐ OBTAINING ☐ ASSUMING a commitment for a ☒ CONVENTIONAL ☐ INSURED CONVENTIONAL ☐ FHA ☐ VA ☐ USDA ☐ OTHER mortgage loan on said property at an initial interest rate not to exceed Market per annum ☒ FRM ☐ ARM amortized over a period of 30 years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before May 5, 2019. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

- Pre approved @ Community Savings Bank
☐ 3. **INSTALLMENTS**. Check if applicable. See attached ADDENDUM to this Purchase Agreement.

☐ 4. **ASSUMPTION/ASSIGNMENT**. Check if applicable. See attached ADDENDUM to this Purchase Agreement.

5. **TAXES AND ASSESSMENTS**. Seller shall pay all taxes due & prorated to Day of closing of the installment of general property taxes on said property which become delinquent if not paid on or before and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing.

Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. **CONDITION OF PROPERTY**. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7. **INSPECTION OF PROPERTY**. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 15 business days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s) MF CR
(Initials)

Seller(s)
(Initials)

98-102 (Revised 4/17)

Property Address 1142 110th Ave Dundee IA 52038

8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:

- Seller to pay \$2,000 towards buyer's closing costs + pre-pays.
- Seller to have water tested + provide a report to the buyer - Free of contaminants
- Seller to have Sptic pumped + inspected and provide buyer with an acceptable Time of Transfer report from a Certified Sptic Inspector.

9. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

10. **TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

11. **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

12. **SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a metes and bounds description.)

Buyer(s) MF CR
(Initials)

Seller(s)
(Initials)



bruce w <brucewestin01@gmail.com>

Fwd: Offer on Dundee Property

6 messages

Teri Kelchen <tkelchen@gmail.com>

Fri, Apr 5, 2019 at 1:40 PM

To: bruce w <brucewestin01@gmail.com>

I left you a voicemail on this offer. She knows you can't take USDA

----- Forwarded message -----

From: **teresa turnis** <teresaturnis@gmail.com>

Date: Fri, Apr 5, 2019, 2:54 PM

Subject: Offer on Dundee Property

To: Teri Kelchen <tkelchen@gmail.com>

Please see the attached offer.

Sincerely,

Teresa Turnis

563-920-298

teresaturnis@gmail.com

**scan0005.pdf**

5099K

bruce w <brucewestin01@gmail.com>

Fri, Apr 5, 2019 at 4:03 PM

To: Teri Kelchen <tkelchen@gmail.com>

yeah, I think this one was already rejected.

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Fri, Apr 5, 2019 at 4:24 PM

To: bruce w <brucewestin01@gmail.com>

I figured as much. I only have conventional financing and cash as options

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Fri, Apr 5, 2019 at 6:03 PM

To: bruce w <brucewestin01@gmail.com>

Hi There

Ok this is an old pre approval letter, she just asked if we could counter her and she will get us a correct pre approval letter on Monday or maybe tomorrow.

What do you think?

----- Forwarded message -----

From: **teresa turnis** <teresaturnis@gmail.com>

Date: Fri, Apr 5, 2019 at 2:54 PM

Subject: Offer on Dundee Property

To: Teri Kelchen <tkelchen@gmail.com>

Exhibit #28


Please see the attached offer.

Sincerely,
Teresa Tumis
563-920-298
teresatumis@gmail.com



Maverick Realty LLC
Lic. Broker in the State of IA
1000 Regent St NE
Cedar Rapids, IA 52402
319-521-9700
terl@maverick-realty.com
CRS, GRI, ePro, Foreclosure Specialist



 **scan0005.pdf**
5099K

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Sat, Apr 6, 2019 at 10:01 AM

maybe theres some nice houses in Oelwein you can show them?
[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Sun, Apr 7, 2019 at 6:45 AM

She got me a revised pre approval for conventional, so we need to counter there price of 70k for both. Let me know what you think for price.
Thanks
[Quoted text hidden]

98-102 Adopted by the Northeast Iowa Regional Board of REALTORS® Revised (4/17)
Adopted by the Black Hawk County Bar Association 2017



PURCHASE AGREEMENT

Date April 5, 2019

TO: Bruce Westin (Seller)

FROM: Megan E. & Casey A. Francois (Buyer)

As joint tenants with full rights of survivorship unless otherwise specified.

① Vacant lot - Parcel # 0800700020000
And
Buyer offers to buy: ② 1142 110th Ave Dundee IA 52038

Legally described as: per abstract

SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land, rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: attached carpeting; window shades; blinds; curtain rods and hardware; lighting fixtures and bulbs; ceiling fans; built-in appliances and accessories; antenna, television mounting brackets; awnings; door chimes; fireplace grates, andirons; mailbox, installed sump pumps; garage door openers and controls; and bushes, shrubs and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures not hereinafter reserved by Seller in writing.

RESERVED ITEMS:

FOR THE SUM OF \$

~~70,000~~ 78,400 MF CF

Earnest money of \$ 200.00 to be held in trust by Maverick Realty and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. Any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable non-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

Return of Earnest Money. Earnest money submitted as part of the purchase price of the above described property shall be returned to the Buyer in case this agreement is not accepted. Any other release of earnest money shall require informed written consent of all parties to this agreement.

Closing to take place on or before Friday, the 27 day of May, 2019 OR sooner

Possession to be given to Buyer at closing or by Same Day as closing the 27 day of May. Buyer agrees to take possession subject to rights of non-owner occupants now in possession. ☐ YES ☐ NO. Any rents shall be prorated to date of closing. Seller agrees to deliver to Buyer all existing keys and garage door controls no later than possession.

Buyer(s) MF CF
(Initials)

Seller(s)
(Initials)



bruce w <brucewestin01@gmail.com>

Revised pre approval

26 messages

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Fri, Apr 12, 2019 at 11:00 AM

Please see revised pre approval

 **1555091954614_Francis Loan Preapproval.pdf**
302K

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Fri, Apr 12, 2019 at 1:48 PM

it still doesn't say what it is - 0 down? 10% down?

not in a big hurry being they were unqualified 4 months ago

On Fri, Apr 12, 2019 at 12:01 PM Teri Kelchen <tkelchen@gmail.com> wrote:
| Please see revised pre approval

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Fri, Apr 12, 2019 at 3:10 PM

im leaving for the weekend will check back on monday
[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Mon, Apr 15, 2019 at 1:17 PM

Hi Bruce,
I heard from the buyers banker and I do agree with her. And we need to reply to these people. I do know they got
there tax return, so that is there 3% down.
See below from their Banker

He is asking for confidential information that I will need express written permission from the buyers to include in a letter.
This is not something we will normally do. If Megan and her husband want me to include this in a letter, I need
something in writing from them.

Thank you

Linda

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Mon, Apr 15, 2019 at 3:46 PM

no most pre approvals I've been given include loan terms (rate, down payment, duration, ect).
[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Mon, Apr 15, 2019 at 2:55 PM

Exhibit #30

To: bruce w <brucewestin01@gmail.com>

I haven't seen that much details for years. They put things on the offer but lenders do not.
They are getting a grant for down payment plus their tax return.
What would you like to do with this offer. It can close in 45 days
[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Mon, Apr 15, 2019 at 4:41 PM

To: bruce w <brucewestin01@gmail.com>

Bruce this is our offer and the only place we put our terms, would you feel better if she filled out one of our board forms?

I'm trying

[Quoted text hidden]

—



Maverick Realty LLC
Lic. Broker in the State of IA
1000 Regent St NE
Cedar Rapids, IA 52402
319-521-9700
teri@maverick-realty.com
CRS, GRI, ePro, Foreclosure Specialist



page 1 of our offer.pdf
774K

bruce w <brucewestin01@gmail.com>

Mon, Apr 15, 2019 at 4:45 PM

To: Teri Kelchen <tkelchen@gmail.com>

it probably doesn't make a difference b/c a 3% down loan wont work - i'm looking more for someone with the standard 20%

I dont see a bank making a loan on an old farm house like that for any less - maybe theres a nice tract house in town you can show them

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Mon, Apr 15, 2019 at 5:09 PM

To: bruce w <brucewestin01@gmail.com>

You can't judge them that way, banks do loans with no money down, and it don't matter what the age of the home is. I think you are being very judgmental, I talked with the banker and she said they are solid buyers so don't think we are going to find someone with 20% down that doesn't happen in this day and age. Your home is a first time home buyers home not a person with 20% down. There are to many repairs needed or it would have qualified for a rural development no money down and \$7500 grant.

Standard 20% that is so old school, I have been selling 27 years and I have never seen those days. We have been 3% down for as long as I can remember unless the seller is carrying a contract then we see 20% but we see 10%

interest not 3%. There are houses in Manchester much older than yours and they finance them
I think you need to trust me on this and consider this offer.

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Tue, Apr 16, 2019 at 10:22 AM

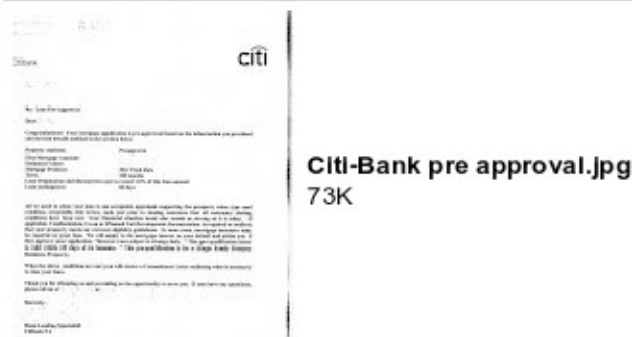
So that's it, you are not going to respond to this offer?
Why don't you call a few banks and ask about the financing, if you don't trust me.
Or call the buyers banker.

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Tue, Apr 16, 2019 at 3:30 PM

it looks sub prime - would need a pre approval letter like this one 2 know either way
[Quoted text hidden]



Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Wed, Apr 17, 2019 at 1:42 PM

Its not sub prime it is local in house lender. Here is what 2 of my bankers said

When I have an appraisal I will issue an approval letter. Prior to that we do not issue Pre-approval letters, we issue
Pre-qualification letters and then an approval letter.

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Wed, Apr 17, 2019 at 6:45 PM

maybe try another bank
[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Wed, Apr 17, 2019 at 6:48 PM

Forget it,
[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Wed, Apr 17, 2019 at 6:56 PM

We don't get to dictate where they go. I am not sure what happened before but I didn't do it and I would like some trust in me and respect for the agents that do bring us an offer. These people really want your house willing to take it in as is condition that's all you should be worried about. Let me do my job and work to get it closed. We can still market it until they meet their deadlines.

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Wed, Apr 17, 2019 at 8:39 PM

If the buyer is broke = waste of time. the next acreage house is almost 2 x's as much and needs a new roof, maybe your government grant can fix that too??

https://www.zillow.com/homes/for_sale/house,condo,apartment_duplex,mobile,townhouse_type/118943001_zpid/1-_beds/5000-_price/20-_mp/43560-_lot/pricea_sort/42.872441,-91.079407,42.312354,-92.017365_rect/9_zm/

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Thu, Apr 18, 2019 at 4:14 AM

The buyers financial situation is not your concern. Why don't you understand it, it is not your waste of time. We still market the house. No one is else looking at your house. That was the first of 2 showings. We should be having 3 to 4 showings a week. We haven't had any since the first week. What does it matter to you if they get in over their head, take the money and run all the way to the bank. If you need a new roof, it needs painting inside and out, the hand rail to the basement is not code, we know the well needs attention. I am done talking about this I think you need to figure out that the chances of you getting 20% buyer is slim to none. This price range home is first time home buyer, these buyers get in with as little down as possible to get them a start in the pride of home ownership.

Any bank can give a pre approval letter the banks online like Citi, Quicken Loans, Lending Tree they give letters before they even see all the buyers documents this is a local bank we get to deal with. She has seen all there documents, needs to take it too the next step, to move forward.

I can tell you if you continue to act like this that small town area will black ball us and that house will continue to sit. I think you are being very unreasonable on this and it is very frustrating. I just keep wondering when you got your banking license? You hired me to do a job and if you don't want to sell your home just say it we can take it off the market. You can't hand pick your buyers financing. You asked for conventional or cash now you are dictating terms! We CAN NOT do that.

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: Teri Kelchen <tkelchen@gmail.com>

Thu, Apr 18, 2019 at 12:32 PM

hand rail not to code? LOL when I got there the well was pumping green water and the toilet didn't flush. And this wasn't a situation like just "shock" the well and add a little drano to the toilet.

Anyhow, at the price we're at I'm okay with giving this more time

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Thu, Apr 18, 2019 at 1:01 PM



PURCHASE/SALE CONTRACT

I/We request that (Co.) Maverick Realty LLC or any of its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. **The signing of this Contract creates important rights and liabilities on the part of both the Seller(s) and the Buyer(s). If you have concerns regarding your rights and liabilities you are encouraged to seek competent legal advice.**

1. Prepared by: Teri Kelchen Please check appropriate representation: ☐ Buyer(s) ☐ Seller(s) ☒ Dual Agency
2. Date: 05/05/2019 Time: _____ ☐ a.m. / ☐ p.m.
3. The undersigned Buyer(s) hereby offers the following terms for the purchase of the following property: 080-08-00-005-00
4. Address: 1142 110th Ave Dundee IA and lot Parcel #: 080-07-00-020-00
5. Abbreviated legal description: PARCELS A & B PT SW NW & PARCEL A PT SE NE
6. _____, Delaware County, Iowa
7. subject to public highways, covenants, easements, restrictions and zoning, if any.
8. **PURCHASE PRICE** to be: \$ 78,400. and the method of payment as follows: \$ 500.00
9. earnest money with this Contract and an additional amount of earnest money of \$ N/A payable by (date) N/A
10. Upon the acceptance of this Contract, total earnest money is to be paid to and will be cashed, deposited, and held in Trust by the Listing
11. Broker. In the event this Contract is not acceptable to both Buyer(s) and Seller(s) **OR** all contingencies or sub-contingencies are not met
12. in a timely manner as specified below, then said earnest money is to be returned to Buyer(s).
13. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (H):
14. ☒ A. **NEW LOAN:** This Contract is subject to and contingent upon the Buyer(s) obtaining a commitment in writing for a (type):
15. ☒ Conv ☐ FHA ☐ VA ☐ Other _____ - loan for not greater than 95 % of the purchase price with an interest rate at
16. 4.0 % or less with a term of 30 years.
17. ☐ The above referenced loan is a nonconforming conventional (B, C, D) loan.
18. Buyer(s) agrees to pay all customary loan costs. Buyer(s) agrees, upon the final acceptance of this Contract, to make application
19. **within three (3) business days** for such loan with a lender and to make a good faith effort to obtain a loan commitment as stated
20. above. If Buyer(s) has NOT obtained full written commitment (including appraisal) or loan denial on or before
21. 06/07/2019 (date), this contract shall become null and void unless both parties have agreed to a timely signed extension.
22. **Buyer(s) agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sales Contract in the**
23. **event there are any changes in terms or type of financing. Failure to do so may make this contract voidable at Seller's option.**
24. ☒ B. Buyer(s) has credit approval from Community Savings Bank (lender), Linda Bessey (loan originator)
25. subject to the terms and conditions of the attached approval letter.
26. ☒ C. If this property does not appraise, on or before 06/02/2019 at the purchase price or greater, then this contract
27. may be voidable at the Buyer's option within five (5) business days of receipt of the appraisal.
28. ☐ D. Assumption of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).
29. ☐ E. Cash: Buyer(s) will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be
30. either added or deducted from this amount. This Contract **is not contingent** upon Buyer(s) obtaining such funds in order to close.
31. Buyer(s) also agrees to provide, within three (3) business days, verifiable evidence of the availability of the funds needed to
32. buy and close.
33. ☐ F. This offer is contingent upon and subject to Buyer(s) closing and obtaining proceeds from the sale of his/her home located at:
34. (address) _____
35. The Buyer's property identified above at "F" is:
36. ☐ currently listed with a Broker and **ACTIVE** on the market.
37. ☐ currently **NOT** listed with a Broker nor on the market.
38. ☐ currently **NOT** listed with a Broker but on the market.
39. ☐ under contract with all contingencies to be released by (date) _____
40. ☐ under contract with the expected closing no later than (date) _____
41. ☐ G. Other Financing terms and/or Concessions: _____
42. _____
43. _____
44. ☐ H. Insurance: Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted offer.

Buyer's Initials MF CE

Seller's Initials _____

Form 018 - Purchase/Sale Contract Page 1 of 4

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Serial#: 051301-600143-3441615

Prepared by: Teri Kelchen | Maverick Realty | TKelchen2@mchsl.com |

Exhibit #33

formsimplicity



bruce w <brucewestin01@gmail.com>

offer

8 messages

Teri Kelchen <tkelchen@gmail.com>

Sun, May 5, 2019 at 5:39 PM

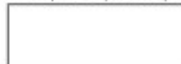
To: bruce w <brucewestin01@gmail.com>

Hi Bruce

I have an offer attached let me know if you have any questions. It is pretty straight forward. They know what they are getting and ok with it in as is condition

Thank you

--

**Maverick Realty LLC**
Lic. Broker in the State of IA**1000 Regent St NE****Cedar Rapids, IA 52402****319-521-9700****teri@maverick-realty.com****CRS, GRI, ePro, Foreclosure Specialist**

2 attachments**preapproval.pdf**

177K

**Purchase contract.pdf**

3373K

bruce w <brucewestin01@gmail.com>

Sun, May 5, 2019 at 6:03 PM

To: Teri Kelchen <tkelchen@gmail.com>

I thought you said they were buying a house in Oelwein?

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Sun, May 5, 2019 at 6:19 PM

To: bruce w <brucewestin01@gmail.com>

No you suggested that they buy a house in Oelwein. What don't you like about these buyers we can judge them in any way shape or form.

They have their 5% down and want your house

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Sun, May 5, 2019 at 6:31 PM

To: Teri Kelchen <tkelchen@gmail.com>

someone said something about Oelwein LOL - nice place. anyway, I need more info. that pre qualify note doesn't say what kind of fees are associated with that loan. I will need that info 1st. you know that
[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Sun, May 5, 2019 at 6:48 PM

To: bruce w <brucewestin01@gmail.com>

There fees dont matter to you, they are not asking for closing costs or repairs from you.
So what do you care about their fees?
Do you want to sell this house or not? I am beginning to think you just like f*cking with people.
I have never had a seller like you and there is no reason for you to know any more than what you are told right now.

[Quoted text hidden]

Teri Kelchen <tkelchen@gmail.com>

Mon, May 6, 2019 at 4:27 AM

To: bruce w <brucewestin01@gmail.com>

Bruce,
I have tried to work with you, I have no choice but to cancel this listing. I am going to talk to my attorney about getting my commission and I am going to let this couple that you clearly are discriminating against for what ever reason I don't know. To talk to an attorney. But maybe you can tell a judge. I have documentation from other realtors this house has become a joke. I am sure the other realtors will have some input on why your home has not sold. .
I will fill out the cancellation papers today and send them over to you.
The things that you feel you need to know about a buyer are none of your business, who the hell do you think you are? These kids have wasted so much time on you, because they want an affordable home and you did everything in your power to stop that.

Next time you think you are doing a flip house you should rethink it, or better yet finish the house. Most people who flip houses are getting them up to FHA or USDA Code so they can pass financing inspections for first time homebuyers. We don't need anymore houses for people who have cash or quote 20% down, we need homes for the first time home buyer. Your house isn't even nice and needs lots of work.

Good Luck, I am sure you know you have wore out all the realtors up in the area. If anyone calls me I am going to be very honest on why it did not sell.

Teri Kelchen
Maverick Realty LLC

[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Mon, May 6, 2019 at 10:20 AM

To: Teri Kelchen <tkelchen@gmail.com>

LOL a joke compared to what? You just dont comprehend before I bought that house the well was pumping pond water and the toilet didn't flush. Those things couldn't have worked right, maybe when the well was 1st put in it did b/c they had a drain line to the street which apparently also did not work right b/c it filled with silt. Most people would find it difficult to live in a house when you cant do things like take a shower or flush the toilet

But of course you and your elk can walk through there and complain about some non sense - the hand rail's not up to code LOL

The cancel form is something I will sign
[Quoted text hidden]

bruce w <brucewestin01@gmail.com>

Tue, May 7, 2019 at 10:05 AM

Draft To: Teri Kelchen <tkelchen@gmail.com>

Buyers and Sellers agree to have the septic system inspected by a person certified by the DNR.

Such inspection will be paid for by:

☐ Buyer

☒ Seller

☐ Mutually Agreed: Amount _____ by Seller, and amount _____ by Buyer.

Exact \$ or %

Exact \$ or %

and completed within 15 _____ days of the execution of this Addendum or no later than 09-05-2019 _____.

Buyer Initials _____

NE
08/20/19
8:20 AM EDT
dotloop verified

NE
08/19/19
11:21 PM CDT
dotloop verified

Seller Initials _____

The County Recorder shall not record a deed or any other property transfer or conveyance document until either a certified inspector's report is provided or attached to the Groundwater Hazard Statement, which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the DNR or, in the event that weather or other temporary physical conditions prevent the certified inspection from being conducted, the buyer has executed and submitted a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection.

At the time of inspection, any septic system existing as part of the sewage disposal system shall be opened and have the contents pumped out and disposed of as provided for by rule. In the alternative, the owner may provide evidence of the septic system being properly pumped out within three years prior to the inspection by a commercial septic system cleaner licensed by the DNR which shall include documentation of the size and condition of the tank and its components at the time of such occurrence. Buyer and Seller may agree to escrow money for any future modifications required by DNR rules (by completing an Escrow & Release Agreement).

If a private sewage disposal system is failing to ensure effective wastewater treatment or is otherwise improperly functioning, the private sewage disposal system shall be renovated either by the seller, or by agreement to meet current construction standards as adopted by the DNR, within a reasonable time period as determined by the county or the DNR. If the private sewage disposal system is properly treating the wastewater and not creating an unsanitary condition in the environment at the time of inspection, the system is not required to meet current construction standards.

Following an inspection, the inspection form and any related reports shall be provided to the county for enforcement of any follow-up mandatory system improvement and to the DNR for their records. Title abstracts to property with private sewage disposal systems shall include documentation of septic system inspections.

We, the undersigned understand this form and agree to its terms.

Seller Date

Seller Date

Walter Zehr
dotloop verified
08/20/19 8:20 AM EDT
MLV7-0XMD-AUZU-2Q05
Buyer Date

Any N. Zehr
dotloop verified
08/19/19 11:21 PM CDT
EFX1-AS8W-ZHYD-WTQQ
Buyer Date

THIS IS A LEGALLY BINDING DOCUMENT.

If not understood, consult with the lawyer of your choice.

Revised 8/5/10 © Iowa Association of REALTORS®

You May STOP here if the inspection does not mandate a renovation, repair, or replacement of the septic system.

If a renovation, repair or replacement of the septic system is mandated, complete Section II on page 3.

(Exhibit 35)

700 Pete Rose Way, 4th floor,

bruce w <brucewestin01@gmail.com>
To: teresaturnis@gmail.com

Tue, Aug 20, 2019 at 1:41 PM

The septic has already passed inspection, why would I pay for another inspection? Ur contract contracts - one part says provide passing DNR and the other calls for a new inspection
[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: teresaturnis@gmail.com

Tue, Aug 20, 2019 at 2:11 PM

meant to say "contract contradicts" plz clarify ur contract
[Quoted text hidden]

teresa turnis <teresaturnis@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Tue, Aug 20, 2019 at 4:32 PM

Our contract does not call for a new inspection if the current inspection is done with-in the proper deadlines. The inspection must be done with-in 2 years of the sale. The septic must be pumped with-in 3 years. If you look at the Septic addendum on page 1 you will fill out the information stating the dates of when you had it inspected and also provide a copy of the time of transfer for the buyer's to review. On page 2 just note that you have already completed it. It does not state you need a new inspection it just says to provide on by September 5, 2019. So no need to worry, just fill out page 1 so the buyers can acknowledge it and supply them with the Time of Transfer Paperwork.

Please fee free to contact me with any additional questions. Bruce if have you have not hired a Seller's agent I am happy to work for you too.


Sincerely,
Teresa Turnis
[Quoted text hidden]

bruce w <brucewestin01@gmail.com>
To: teresa turnis <teresaturnis@gmail.com>

Tue, Aug 20, 2019 at 4:51 PM

You addendum form (attached) already has page 2 checked off where seller pays for inspection. The septic was already inspected (after heavy rains/flooding last year btw), I can't keep paying \$900

[Quoted text hidden]

 **Zehr addendum.pdf**
462K

teresa turnis <teresaturnis@gmail.com>
To: bruce w <brucewestin01@gmail.com>

Tue, Aug 20, 2019 at 5:14 PM

(Exhibit 36)



PURCHASE/SALE CONTRACT

I/We request that (Co.) Skogman Realty or any of its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. **The signing of this Contract creates important rights and liabilities on the part of both the Seller(s) and the Buyer(s). If you have concerns regarding your rights and liabilities you are encouraged to seek competent legal advice.**

1. Prepared by: Danielle Hutchinson Please check appropriate representation: ☒ Buyer(s) ☐ Seller(s) ☐ Dual Agency
2. Date: 08/20/2019 Time: 10:50 ☒ a.m./ ☐ p.m. The undersigned Buyer(s) hereby offers
3. the following terms for the purchase of the following property: Parcel #: 080080000500; 080070002000
4. Address: 1142 110th Avenue City: Dundee Iowa. Zip Code: 52038
5. Abbreviated legal description: PARCELS A & B PT SW NW; PARCEL A PT SE NE
6. , Delaware County County, Iowa
7. subject to public highways, covenants, easements, restrictions and zoning, if any.
8. **PURCHASE PRICE** to be: \$40,000 and the method of payment as follows: \$0
9. earnest money and an additional amount of earnest money of \$0 payable by (date) N/A
10. Upon the acceptance of this Contract, total earnest money is to be paid to and will be cashed, deposited, and held in Trust by the Listing
11. Broker. In the event this Contract is not acceptable to both Buyer(s) and Seller(s) **OR** all contingencies or sub-contingencies are not met
12. in a timely manner as specified below, then said earnest money is to be returned to Buyer(s).
13. **CLOSING:** shall be on (date) 09/20/2019 or sooner by mutual agreement.
14. **POSSESSION:** To be given ☒ at time of closing or ☐ on (date) (time) ☐ a.m./ ☐ p.m.
15. If for any reason the closing is delayed, the Buyer(s) and Seller(s) may make a separate agreement with adjustments as to the date of
16. possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest or insurance, for these
17. purposes, shall be adjusted as of the date of possession and shall bear interest at the rate of % per annum.
18. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (H):
19. ☐ A. **NEW LOAN:** This Contract is subject to and contingent upon the Buyer(s) obtaining a commitment in writing for a (type):
20. ☐ Conv ☐ FHA ☐ VA ☐ Other - loan for not greater than % of the purchase price with an interest rate at
21. % or less with a term of years.
22. ☐ The above referenced loan is a nonconforming conventional (B, C, D) loan.
23. Buyer(s) agrees to pay all customary loan costs. Buyer(s) agrees, upon the final acceptance of this Contract, to make application
24. **within three (3) business days** for such loan with a lender and to make a good faith effort to obtain a loan commitment as stated.
25. above. If Buyer(s) has NOT obtained full written commitment, including appraisal or loan denial, on or before
26. (date) , this contract shall become null and void unless both parties have agreed to a timely signed extension.
27. **Buyer(s) agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sales Contract in the**
28. **event there are any changes in terms or type of financing. Failure to do so may make this contract voidable at Seller's option.**
29. ☐ B. Buyer(s) has credit pre-approval from (lender), (loan originator)
30. subject to the terms and conditions of the attached pre-approval letter.
31. ☐ C. If this property does not appraise, on or before (date) at the purchase price or greater, then this contract
32. may be voidable at the Buyer's option within five (5) business days of receipt of the appraisal.
33. ☐ D. Assumption of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).
34. ☒ E. Cash: Buyer(s) will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be
35. either added or deducted from this amount. This Contract **is not contingent** upon Buyer(s) obtaining such funds in order to close.
36. Buyer(s) also agrees to provide, within three (3) business days, verifiable evidence of the availability of the funds needed to
37. buy and close, subject to Seller(s)' approval within one (1) business day of receipt.
38. ☐ F. This offer is contingent upon and subject to Buyer(s) closing and obtaining proceeds from the sale of his/her home located at:
39. (address)
40. The Buyer's property identified above at "F" is:
41. ☐ currently listed with a Broker and **ACTIVE** on the market.
42. ☐ currently **NOT** listed with a Broker nor on the market. ☐ currently **NOT** listed with a Broker but on the market.
43. ☐ under contract with all contingencies to be released by (date) and expected closing no later than (date)
44. ☒ G. Other Financing terms and/or Concessions:
45.

This cash offer is for purchase of two parcels, see parcel numbers on line 3 and legal description for both parcels on line 5.
46.

Buyer's Initials

Seller's Initials



AMENDMENT TO PURCHASE/SALE CONTRACT FOR UNREPRESENTED SELLER(S)

This amendment is to be made part of the contract dated: August 19th Year: 2019

For the address of: 1142 110th Ave, Dundee, IA 52038

Between the following parties:

SELLER(S): (print) Bruce Westin

BUYER(S): (print) Todd Spellerberg

Regarding EARNEST MONEY: Earnest money is to be held in Buyer's Broker's trust account (in lieu of the Listing Broker's trust account).

Regarding RESPONSE TO INSPECTION FINDINGS: Buyer will provide written notification of defects to Seller (in lieu of Buyer providing written notification of defects to the Listing Agent).

Regarding REMEDIES OF THE PARTY: If Seller(s) fails to fulfill this contract he will pay the Buyer's Broker (in lieu of Listing Broker) the commission in full.

In the event there are no disclosures provided at time of contract or the Buyer deems the disclosure provided to be insufficient, this contract is subject to Seller completing the attached disclosure(s) and providing them to the Buyer within 3 business days after this contract is accepted and the Buyer to have 3 business days from the receipt of the completed disclosures to review and deem them acceptable and proceed with the purchase.

Unrepresented Seller property information sheet included (in lieu of providing the Cedar Rapids Area Association of REALTORS® Multiple Listing page).

Except as set forth in this Amendment, all terms and provisions of the Agreement shall continue in full force and effect. The Buyer(s) and Seller(s) have entered into this agreement as of the date set forth above.

Seller:

Date: _____

Date: _____

Buyer:

Todd Spellerberg dotloop verified
08/20/19 11:02 AM
C DT
JPKS-WYYS-F1JF-ENOM

Date: _____

Date: _____



7045 C Ave. N.E.
Cedar Rapids, Iowa 52402

8/8/2019

Danielle Hutchison &
Bruce Westin

Re: Todd J Spellerberg

Dear Sir/Madam:

This letter will serve as your notification that BankIowa will irrevocably honor and guarantee payment of any check(s) written by our customer, Todd Spellerberg, up to the amount of \$40,000 and any acceptable fees drawn on account number 9316894. No stop payments will be issued.

This Letter of Guarantee will apply only to checks made payable to Bruce Westin for purchases made for land/property.

If further information is needed, please contact this office at 319-395-9100, and if I am not available, please contact Sharon Meoni at the same number.

A handwritten signature in black ink that reads "Tracy Ramos". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Tracy Ramos
319-395-9100